

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

SOHEILA HEXEMER,

Plaintiff(s) ,

-v-

Case No.:12 CIV. 1808 (LEK/CFH)

GENERAL ELECTRIC COMPANY;

GID GLOBAL, LLC. and JOSE GARCIA,

in his professional and individual
capacities,

Defendant(s) .

DEPOSITION OF:

JOSE GARCIA

HELD: THURSDAY, JUNE 12, 2014

9:08 a.m. - 11:59 a.m.

Reported by:

ROBERTA-ANNE SCHMITT

1 SCHENECTADY, NEW YORK

2

3 This is the Deposition of JOSE GARCIA,
4 appearing on behalf of the DEFENDANTS herein, held
5 at GENERAL ELECTRIC COMPANY, located at 1 River
6 Road, Schenectady, New York, commencing at 11:54
7 a.m., on JUNE 12, 2014, before Roberta-Anne
8 Schmitt, Court Reporter and Notary Public in and
9 for the State of New York.

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1 A P P E A R A N C E S

2 GEORGE VALLAS, ESQ.

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19 ALSO PRESENT:

20 GE POWER & WATER

21 BY: STEPHANIE L. DECRISTOFARO, ESQ.

22 COUNSEL, LABOR & EMPLOYMENT

23

24

25

1 I N D E X
2 TO TESTIMONY

3 WITNESS: JOSE GARCIA
4 EXAMINATION BY PAGE (S)
5 MR. VALLAS 6

TO EXHIBITS MARKED
6
7 (Attached to transcript)

8	PLAINTIFF'S	DESCRIPTION	PAGE
9	Exhibit I	Email Bates stamped	97
10		GEGID20732, consisting of	
11		one page	
12			
13	Exhibit J	E-mail Bates stamped	101
14		GEGID20562, consisting of	
15		one page	

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1 F E D E R A L S T I P U L A T I O N S

2 IT IS HEREBY STIPULATED AND AGREED
3 by and between the attorneys for the
4 respective parties hereto that filing,
5 sealing and certification be and the
6 same are hereby waived.

7
8 IT IS FURTHER STIPULATED AND AGREED
9 that all objections, except as to the
10 form of the question, shall be reserved
11 to the time of the trial.

12
13 IT IS FURTHER STIPULATED AND AGREED
14 that the within examination may be
15 subscribed and sworn to before any
16 notary public with the same force and
17 effect as though subscribed
18 and sworn before the court.

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25

1 THIS IS THE ORAL DEPOSITION OF JOSE
2 GARCIA, appearing on behalf of the DEFENDANTS
3 herein, produced pursuant to NOTICE on THURSDAY,
4 JUNE 12, 2014, before ROBERTA-ANNE SCHMITT, a
5 Court Reporter and Notary Public in and for the
6 State of New York.

7 * * * * *

8 JOSE GARCIA
9 called as the witness, hereinbefore
10 named, being first duly cautioned and sworn or
11 affirmed by ROBERTA-ANNE SCHMITT, the Court
12 Reporter and Notary Public herein, to tell the
13 truth, the whole truth, and nothing but the truth,
14 was examined and testified as follows:

15 EXAMINATION

16 MR. VALLAS:

17 Q. Mr. Garcia, we met before. My name is
18 George Vallas. I represent Soheila Hexemer
19 with respect to her claims against GID
20 Global and GE. I'm going to be asking you a
21 few questions today.

22 Have you ever testified under oath
23 before?

24 A. No, no. This is my first time.

25 Q. Do you understand that you were just

1 sworn in by the court reporter, and that
2 failure to tell the truth today is
3 potentially punishable as a criminal
4 offense?

5 A. Yes.

6 Q. Have you ever been a party to a
7 lawsuit?

8 A. No.

9 Q. Are you taking any medication or any
10 other controlled substances that might
11 affect your ability to testify truthfully
12 today?

13 A. No.

14 Q. Have you consumed any alcohol in the
15 past 12 hours?

16 A. No.

17 Q. Is there any other reason that you can
18 think of that you wouldn't be able to
19 testify completely and the truthfully today?

20 A. No.

21 Q. Do you understand you're represented
22 by an attorney today?

23 A. Yes.

24 Q. I just want to go over quick protocol.
25 It's very important that you give oral

1 answers to my question. The court reporter
2 is not able to transcribe non-verbal
3 gestures, like nods and shakes of the head.

4 Is that okay?

5 A. Yes.

6 Q. Also, if you could allow me to finish
7 my question before you give your answer, and
8 likewise, I will try my best to allow you to
9 completely finish your answer before asking
10 my next question.

11 Is that okay?

12 A. Yes.

13 Q. You can take as many breaks as you
14 like for as long as you like. The only
15 thing I would ask is that you answer any
16 pending questions before taking a break,
17 unless you want to speak to your attorney
18 about a privilege issue.

19 Is that okay?

20 A. Yes.

21 Q. Without telling me anything that you
22 said to your attorney or that your attorney
23 said to you, can you tell me what you did to
24 prepare for today's deposition?

25 A. I read the questionnaire that was sent

1 through my attorney, my lawyer or law firm,
2 and I went through all the e-mails that
3 we -- that I received from Mrs. Hexemer, and
4 I replied to those. And basically, that's
5 it.

6 Q. Did you have any conversations with
7 anybody about the fact that you'd be
8 testifying today?

9 A. Nope.

10 Q. Are you familiar with GID Global, LLC?

11 A. Yes.

12 Q. What's your association with that
13 company?

14 A. The owner.

15 Q. Are you the founder?

16 A. Yes.

17 Q. That company is also known a as GRUPO;
18 is that right?

19 A. Nope.

20 Q. Can you describe what GRUPO is?

21 A. Yes.

22 GRUPO stands for GRUPO de Integracion
23 Digital. That's a Mexican entity.

24 MR. EBERT: The reporter's
25 going to need help with that.

1 A. De is D-E, and then

2 I-N-T-E-G-R-A-C-I-O-N, digital.

3 It's a Mexican company based in Mexico
4 City. I'm also the owner.

5 It's not related to GID Global. GID
6 Global is an LLC. It's a Delaware company
7 doing business in New York, based in White
8 Plains. The owner of GID Global is another
9 Mexican corporation.

10 Q. And what's that corporation?

11 A. It's -- the name?

12 Q. Yes.

13 A. GRUPO E-printing and Web Services.

14 Q. Are you associated with that company?

15 A. I'm the owner as well.

16 Q. Okay. Does GRUPO -- so there are two
17 GRUPOs?

18 A. Yes.

19 Q. The first GRUPO that you've
20 described --

21 A. Uh-huh.

22 Q. -- are they associated with GE?

23 A. We have a master service agreement in
24 place.

25 Q. What about GID Global?

1 A. GID Global is a GRUPO vendor.

2 Q. Does GID Global have any agreements
3 with General Electric?

4 A. Nope.

5 Q. Can you describe what --
6 Let's start with GRUPO.

7 Can you describe what sort of work
8 GRUPO does?

9 A. GRUPO in Mexico you mean, right?

10 Q. That's correct.

11 A. All right. We do information
12 management. We do publishing, electronic
13 publishing. We do digital printing as well.
14 In order to put together technical
15 documentation for operation and maintenance
16 manuals, and all the things around it.

17 Q. Does GRUPO work with other companies
18 than GE?

19 A. Yes.

20 Q. What percentage of GRUPO's work would
21 you say is devoted to GE?

22 A. Oh, probably -- I mean, the setup will
23 be about 70 per cent, 65.

24 Q. About how many other companies does
25 GRUPO do business with?

1 A. About 20 different companies.

2 Q. And can you describe what sort of
3 business GID Global is in?

4 A. Yeah. GID Global basically supply
5 technical personnel or clerical personnel in
6 order to comply with the master service
7 agreement to render services and fulfill the
8 POs that are issued to GRUPO in Mexico,
9 GRUPO de Integracion Digital once again.

10 Q. Would it be fair to describe GID
11 Global as a staffing company for GRUPO?

12 A. It's providing services as well. We
13 provide services only.

14 Q. Does GID do business with any other
15 company than GRUPO?

16 A. With -- yeah. We do with GID Express.

17 Q. And what's GID Express?

18 A. That's an air taxi service.

19 Q. I'm sorry, did you say taxi?

20 MR. EBERT: Air taxi.

21 A. Air taxi service and cargo service as
22 well.

23 Q. What percentage of GID's business
24 would be devoted to General Electric?

25 A. Once again, please.

1 Q. How much of GID's business in
2 percentage?

3 A. GID means GID Global?

4 Q. That's correct.

5 Would be devoted to --

6 A. One hundred per cent.

7 Q. -- to General Electric?

8 A. Ninety-eight per cent.

9 Q. Okay. And is that to provide services
10 for -- services associated with the MSA
11 between GE and GRUPO, or are there other
12 areas of business that GID --

13 A. No, no. To fulfill certain scope of
14 work, SOWs, that are written in the MSA,
15 master service agreement, that we have and
16 PSA as well, purchase service agreements
17 that we have. Meaning we as GRUPO, not as
18 GID Global.

19 Q. And the purchase service agreements,
20 are those issued pursuant to the MSA or are
21 those separate?

22 A. They are part of the MSA, basically.

23 MSA stands for master service
24 agreement. It's kind of an umbrella
25 agreement between General Electric and our

1 company, GRUPO Integracion. And the PSA,
2 purchase service agreements, basically
3 defines a scope of work and a service to be
4 rendered, and we fulfill those services.

5 Q. I'd like to talk a little bit about
6 how the MSA works.

7 Is it issued for a term?

8 A. Yes.

9 Q. And what's the term?

10 A. Two year term.

11 Q. How long have you maintained --

12 MR. VALLAS: Strike that.

13 Q. How long has GRUPO maintained this
14 relationship with GE?

15 A. Since 1998.

16 Q. At the expiration of the two-year
17 term, is the MSA revised?

18 A. Yes.

19 Q. And how would it be revised?

20 A. It is revised basically in the overall
21 scope of work that -- that we define in
22 order to know exactly the total amount of
23 budget that we're going to be requesting,
24 even though the MSA we don't show any
25 amounts, I mean dollar amount. It's

1 basically the agreement.

2 And from there, there are PSAs,
3 purchase service agreements, and blanket POs
4 and specific POs open in order to fulfill
5 and to render -- to fulfill by rendering a
6 service so we can comply with the overall
7 SOW -- SOW means scope of work -- that is
8 written in that MSA.

9 Q. You used the initials PO before. What
10 does that mean?

11 A. Purchase order.

12 Q. Before we return to that, I just want
13 to go back to the MSA.

14 A. Uh-huh.

15 Q. You said the MSA doesn't include a
16 dollar amount?

17 A. No.

18 Q. Does it have any reference to
19 consideration that GE will provide in
20 exchange for GRUPO completing a scope of
21 work?

22 A. What do you mean?

23 Q. I'll clarify.

24 Where is the compensation that GRUPO
25 receives for the scope of work they provide

1 for GE defined?

2 A. In a PSA, purchase service agreement.

3 That is important for you to know.

4 We -- what we do is we fulfill

5 services requested by GE.

6 Q. And the purchase service agreement, is

7 that for a term --

8 A. Yes.

9 Q. -- or is that for a project?

10 Is that based on project or based on

11 time?

12 A. No. It's based on a project.

13 Q. Are you guaranteed a certain amount of

14 business from GE pursuant to the master

15 service agreement?

16 A. What do you mean, exactly?

17 MR. EBERT: Can we go off the

18 record for a second?

19 MR. VALLAS: Sure.

20 (At which time, a discussion was

21 held off the record.)

22 MR. VALLAS: Can you read

23 back the last question and

24 answer?

25 (At which time, the following

1 portion of testimony was read back
2 by the stenographer:

3 QUESTION: Are you guaranteed a
4 certain amount of business from GE
5 pursuant to the master service
6 agreement?

7 ANSWER: What do you mean,
8 exactly?)

9 BY MR. VALLAS:

10 Q. Let me clarify.

11 Would it be correct to say that the
12 master service agreement outlines the
13 general relationship between GRUPO and GE?

14 A. Yes.

15 Q. Now how --

16 MR. VALLAS: Strike that.

17 BY MR. VALLAS:

18 Q. Where is the actual work that GRUPO
19 will be performing for GE outlined; in what
20 agreement?

21 A. In the -- you mean the definition of
22 the work that we're going to be doing,
23 that's what you meant?

24 Q. The budget.

25 A. The budget is expressed through PSA,

1 purchase service agreements, as well as POs,
2 purchase orders.

3 Q. How many PSAs would be issued during
4 the two-year term of the master service
5 agreement?

6 A. That's variable.

7 Q. Between -- the current MSA between
8 GRUPO and GE, when does it expire?

9 A. July 2015.

10 Q. And so it was entered into in
11 July 2013?

12 A. Yes.

13 Q. So for the previous period --

14 A. Sorry. Hold on a second.

15 Sorry. I don't have that date here.

16 Q. It's okay.

17 A. I can check it, but has to be
18 July 2015, so it will be it was issued
19 July 2013.

20 Q. So for the previous --

21 A. I'm not sure about that.

22 Q. No, no. I appreciate you clarifying.
23 Again, if you want to correct an
24 answer, feel free to do so.

25 But for the previous MSA, which would

1 have run from July of 2011 to July of 2013,
2 two years, approximately how many PSAs would
3 have been issued?

4 A. That's a good question. Let me think.

5 Q. And it's okay if you can only be
6 approximate.

7 Would it have been more than 50?

8 A. No.

9 Q. Would it have been more than 10?

10 A. No. It's probably -- probably about
11 four PSAs, purchase service agreements.

12 Q. Was that unusually high or low or is
13 that about in the ballpark of what would --

14 A. It's an average, uh-huh.

15 Q. Now, how are these purchase service
16 agreements negotiated?

17 Are they negotiated?

18 A. Sure.

19 Q. Who initiates the negotiation? Who
20 requests the PSA?

21 A. GE.

22 Q. And who at GE would you deal with?

23 A. The manager.

24 Q. Is it always the same manager?

25 A. No.

1 Q. And --

2 A. It depends on the scope of work.

3 Q. So the scope of work is set forth in
4 the master services agreement?

5 A. The scope of work is defined -- the
6 global scope of work is defined with --
7 within the MSA, the master service
8 agreement.

9 Then, if you go more specific, a
10 purchase service agreement defines an SOW,
11 scope of work, for a specific project,
12 basically.

13 And, of course, what it is described
14 in a PSA has to be within the overall scope
15 of work that we can -- that we can be able
16 to fulfill, and that is defined in the
17 master service agreement.

18 MR. VALLAS: Can you read
19 back that last answer?

20 (At which time, the following
21 portion of testimony was read back
22 by the stenographer:

23 ANSWER: The scope of work is
24 defined -- the global scope of work
25 is defined with -- within the MSA,

1 the master service agreement. Then
2 if you go more specific, a purchase
3 service agreement defines an SOW,
4 scope of work, for a specific
5 project, basically. And, of course,
6 what it is described in a PSA has to
7 be within the overall scope of work
8 that we can -- that we can be able
9 to fulfill, and that is defined in
10 the master service agreement.)

11 BY MR. VALLAS:

12 Q. So let's talk first, again, about the
13 master services agreement.

14 That's negotiated between you and
15 GRUPO; is that correct?

16 MR. VALLAS: Strike that.

17 BY MR. VALLAS:

18 Q. Between you and GE; is that correct?

19 A. Yes.

20 Q. And with whom at GE would you
21 negotiate your global scope of work?

22 A. Global sourcing.

23 Q. Do you have a specific contact over
24 there?

25 A. Well, it -- it changes. Right now

1 it's Dave Starnes. S-T, I believe it's,
2 E-A-R-N-E-S [sic]. I believe.

3 Q. Do you perform pursuant --

4 MS. DeCRISTOFARO: S-T-A-R-N-
5 E-S.

6 THE WITNESS: That's right.

7 BY MR. VALLAS:

8 Q. Do you know what Mr. Starns' title is?

9 A. He's global sourcing manager.

10 Q. And do you negotiate on behalf of
11 GRUPO yourself?

12 A. Yes.

13 Q. Pursuant to the MSA, does GRUPO
14 perform work for more than one department
15 within GE?

16 A. Yes.

17 Q. And are the number of departments that
18 you would perform work for outlined in the
19 MSA?

20 A. Yes.

21 Q. About how many departments would GRUPO
22 be associated with?

23 A. Well, it's Power and Water.

24 Basically, it's an MSA with -- it's a master
25 service agreement with Power and Water, and

1 under Power and Water we're doing business
2 with four different.

3 Q. So when a PSA is requested by a
4 manager at GE, is it requested by a manager
5 of one of those four departments?

6 A. Uh-huh, yes.

7 Q. Now, what is the department at which
8 Ms. Hexemer was involved?

9 A. Power and Water.

10 Q. And who is the manager of Power and
11 Water?

12 A. Well, it's CDS, customer documentation
13 services of Power and Water, and the manager
14 right now is Jared York.

15 Q. And was he the manager at the time
16 Ms. Hexemer was employed?

17 A. Yes. At the end, yes.

18 Q. During the period of the last MSA,
19 which I believe was approximately July of
20 2011 to approximately July of 2013, how many
21 PSA were --

22 A. Engaged.

23 Q. -- engaged in between Power and Water
24 and GRUPO?

25 A. From which year, once again?

1 Q. During the last PSA, so approximately
2 from July of 2011 to approximately July of
3 2013.

4 A. I believe you already asked that
5 question.

6 It was an average of four, I believe.

7 Q. So the only business you did with
8 Power and Water was with Mr. York?

9 A. No. We did it with Power and Water
10 with different departments as well.

11 Q. Did you have PSAs with those other
12 departments?

13 A. Yes.

14 Q. How many PSAs did you have with those
15 other departments?

16 A. Once again, four; something like that.

17 Q. So you had four with each department?

18 A. No, no.

19 Q. Four in total?

20 A. Yes.

21 Q. That's what I want to get into, how
22 many did you have with each department.

23 So of those four, can we talk about
24 what each of those four entailed?

25 A. Once again.

1 Q. So can we talk about what each of
2 those four PSAs entailed.

3 So the first one, who would that have
4 been with?

5 A. The first one was with customer --
6 CDS, Customer Documentation Services.

7 Q. What about the other three, were they
8 also with CDS?

9 A. No, no. CDS is -- it's, once again,
10 Customer Documentation Services, and they're
11 based in Schenectady, New York. That's one.

12 The other one would be Aero Energy
13 Products, AEP. A-E-R-O, Energy Products.

14 And then Global Control Systems, GCS.

15 And the other one would be in Salem,
16 Virginia, but the name was -- they changed
17 names. The name was used to be Salem,
18 Virginia, GE Salem. I don't remember their
19 name, unfortunately.

20 Q. Okay.

21 A. They changed their name.

22 Q. Okay. So let's focus on the PSA
23 between GRUPO and CDS.

24 A. Uh-huh.

25 Q. What was that for?

1 A. To provide technical documentation in
2 order to put together operation and
3 maintenance manuals, and a set of different
4 manuals as well.

5 Q. And what was the budget on that
6 project?

7 A. For which year?

8 Q. So unless I specify otherwise, I want
9 to talk about between 2011 and 2013, that
10 MSA.

11 A. Uh-huh.

12 Q. So would you have an annual budget?

13 A. Uh-huh.

14 Q. Or would you have a quarterly budget?

15 A. No, I have an annual budget for
16 different scope of works.

17 Q. And when would that budget be set?

18 A. By the end of -- by December, in order
19 to start us off by January the First.

20 Q. And would that be set by Mr. York?

21 A. By Mr. York's organization.

22 Q. So for the year 2012, approximately
23 what was the budget?

24 A. For the CDS? Probably about a million
25 and a half.

1 Q. And it's okay if you can only be
2 approximate.

3 A. Uh-huh.

4 Q. Could that budget be revised
5 throughout the year?

6 A. It can be amendment.

7 Q. And how --

8 A. I'm mean, I'm sorry, it can be
9 amended. Not amendment.

10 I don't mean to interrupt, I'm sorry.

11 Q. What's the process for amending the
12 budget?

13 A. Well, basically it's based within
14 amendment done to a PSA to an SOW or to a
15 different project that we can fulfill within
16 our scope of work defined within the master
17 service agreement once again.

18 Q. Who is responsible for making the
19 decision about whether a budget should be
20 amended?

21 A. From GE or from our company?

22 Q. Is it GE who amends the budget or is
23 it GRUPO?

24 A. Well, it's GE who issue a new SOW.
25 The process is that they issue a proposal

1 and a bid, and I will -- I will review the
2 proposal and I will put together a proposal
3 as a project, and I will issue a bid.

4 They will revise both documents in
5 order to issue an amendment to an existing
6 PO or to issue a new purchase order, if it's
7 a different project that we're going to be
8 executing.

9 Q. And this would be done if you
10 completed the previous project for which the
11 budget was allocated; is that correct?

12 A. It depends.

13 Q. What do you mean when you say "it
14 depends"?

15 A. If it's an amendment, yes. If it is
16 not, it's a new purchase order, so it's a
17 new project.

18 Q. Can a budget be amended prior to the
19 completion of a scope of work?

20 A. Can a budget -- it can be amend.

21 Q. And what would be the circumstances,
22 other than the completion of a scope of
23 work, for amending the budget?

24 A. Different things to be done.

25 Q. So it can be increased because the

1 scope of work has?

2 A. Or decreased. Or decreased.

3 Q. What would be the circumstances in
4 which it would be decreased?

5 A. Basically, that will be a budget
6 constrain for the business can be. I really
7 don't know.

8 Q. A budget constraint by the business,
9 and by "the business" you mean GE?

10 A. Of course. I don't know exactly the
11 way they handle their financials.

12 Q. Can they decrease the budget
13 unilaterally, or do they need to negotiate
14 the decrease with you, with GRUPO?

15 A. It depends, once again. That would be
16 my best answer to that question.

17 Q. What does it depend on?

18 A. I mean, if, for some reason, a project
19 is not going to be done or out-scope -- or
20 it's going to be out-scoped for next year,
21 the budget will be decreased.

22 Q. What do you mean by out-scoped?

23 A. Moved to the next year.

24 Yeah, they do power utility and power
25 generation products, so the production

1 cycles are quite long sometimes.

2 Q. How often would you say a budget set
3 forth in a PSA would be amended over the
4 course of the year?

5 A. (No verbal/audible response).

6 Q. Is it typical --

7 MR. VALLAS: Strike that.

8 BY MR. VALLAS:

9 Q. Is it typical for a budget outlined in
10 a PSA to be amended over the course of a
11 year?

12 A. No.

13 For a specific project, never.

14 Q. Never.

15 Is it typical for --

16 MR. VALLAS: Strike that.

17 A. May I take a glass of water?

18 MR. VALLAS: Please. Let's
19 take five minutes.

20 MR. EBERT: Yes, let's take a
21 break.

22 (Recess held from 9:40 A.M. until
23 9:47 A.M.)

24 MR. VALLAS: Can you just
25 read back the last?

1 (At which time, the following
2 portion of testimony was read back
3 by the stenographer:

4 QUESTION: Is it typical for a
5 budget outlined in a PSA to be
6 amended over the course of a year?

7 ANSWER: No. For a specific
8 project, never.)

9 BY MR. VALLAS:

10 Q. Does GE have any input in how you
11 staff the projects that are outlined in the
12 PSA?

13 A. No.

14 Q. How do you make the decision about how
15 to staff a project?

16 A. It's -- I need to fulfill --
17 It's important for you to know that
18 what I do is I render a service and I
19 fulfill an SOW. That's the important part
20 that you need to be clear at.

21 The way I do it, it's my decision. It
22 can be done in the States, on site, or it
23 can be done in Mexico.

24 Q. How would you typically make the
25 decision about how to staff an SOW, how to

1 fulfill an SOW?

2 A. Once again, that was --

3 MR. VALLAS: Withdrawn.

4 BY MR. VALLAS:

5 Q. When you receive an SOW set forth in a
6 purchase order or in a PSA, how do you go
7 about evaluating your staffing needs with
8 respect to that scope of work?

9 A. Once again.

10 You need to be more specific, that's
11 why I'm asking once again to state the
12 question.

13 Q. When you receive a scope of work --

14 MR. VALLAS: I'll withdraw
15 the previous question.

16 BY MR. VALLAS:

17 Q. When you receive a scope of work, does
18 it typically outline an expected time frame
19 for the completion of the work?

20 A. It states a project to be done and
21 it's directly proportional to the bid that
22 I'm putting together and I'm outlining the
23 time that has to be defined in order to
24 complete the scope of work defined with the
25 proposal.

1 Q. Does GE ask for, typically, an
2 estimated completion date?

3 A. Yes.

4 Q. How long do these SOWs typically take
5 to complete?

6 A. It depends. Sorry to be so general --

7 Q. No, no.

8 A. -- but it depends. I mean, it depends
9 on the scope of work.

10 A scope of work can be done throughout
11 a month or throughout a year or throughout a
12 couple of years. It depends.

13 Q. When GRUPO or GID hires an employee to
14 work on a GE project --

15 A. GRUPO doesn't hire people.

16 Q. Noted, and thank you for that
17 clarification.

18 When GID hires an employee to work on
19 a project for GE, do they hire them for a
20 specific --

21 MR. VALLAS: Withdrawn.

22 BY MR. VALLAS:

23 Q. When GID hires an employee, do they
24 work -- do they hire that employee to work
25 on a particular scope of work?

1 A. Yes.

2 Q. Is that outlined in the employee's --

3 MR. VALLAS: Withdrawn.

4 BY MR. VALLAS:

5 Q. Is that outlined in any employment
6 agreement with the employee?

7 A. It's outlined in the position
8 description that we share with the person
9 that we're hiring. And that is part of the
10 overall agreement that we have.

11 Q. Would that position description
12 typically outline an expected time frame for
13 the completion of that scope of work?

14 A. It's a position description only.

15 Q. So it wouldn't outline a time frame?

16 A. No, no. It's a position description.

17 Q. Would it outline --

18 A. A clerical would be a clerical and an
19 engineer would be an engineer.

20 Q. Would it outline the scope of work
21 that was expected to be completed?

22 A. You mean between GID Global and the
23 employee?

24 Q. That's correct.

25 A. It's a position description only.

1 Q. So the --

2 A. We seek and we look for people that
3 can comply with the position description in
4 order to fulfill a service that is outlined,
5 once again, within the purchase service
6 agreement, the SOW written on the purchase
7 service agreement, and it's in line as well
8 with the SOW that we have within our master
9 service agreement.

10 Q. Is the employee hired by GID aware
11 that they're being hired to work on a
12 specific scope of work?

13 A. Sure.

14 Q. Is that set forth anywhere in writing?

15 A. For on a specific? We outline the
16 position description once again.

17 Q. The position description is more
18 general than the specific scope of work set
19 forth in the PSA; is that correct?

20 A. Well, the person in charge to comply
21 with that service will outline verbally what
22 this person is intended to be doing
23 specifically on a daily basis in order to
24 comply with the SOW.

25 Q. And --

1 A. So in other words -- sorry to
2 interrupt you.

3 So in other words, if we need a
4 technical writer, we're going to be looking
5 for a technical writer to do so. We're not
6 going to be looking for someone with
7 manufacturing skills, for example. So it's
8 a position description, you know.

9 Q. But is it true that you hire employees
10 for specific scopes of work or do you hire
11 employees and then try to find work for them
12 as it arises?

13 A. We hire people in order to fulfill a
14 specific project, and then we try, if
15 possible, to get these people on board
16 different projects as well. That is tied to
17 a budget and to the circumstances within
18 different projects that we're handling.

19 Q. So is it ever made clear to an
20 employee, as they're being hired, that they
21 are being hired only for a specific project,
22 and when that project is completed, there's
23 no guarantee of future work?

24 A. Correct.

25 Q. And is the person provided with, the

1 prospective employee, provided with an
2 estimated time frame for the extent of that
3 project?

4 A. Yes.

5 Q. Is that done at the outset of their
6 employment?

7 A. Pardon?

8 Q. Is that done at the outset of their
9 employment with GID?

10 A. What do you mean?

11 Q. Is that description of the project for
12 which the employee is being hired and the
13 estimated time frame that the project is
14 expected to last given to the employee at
15 the outset of their employment at GID
16 Global?

17 A. The position description is defined --
18 well, the project is defined, we define a
19 position description, and the employee knows
20 that he has -- he or she has to be complying
21 with the overall scope of work of that
22 project and that we have a time frame to
23 complete it, yes.

24 Q. But do they know that there's no
25 guarantee of future employment when that

1 project is completed?

2 A. Correct.

3 Q. Is that fact set out in writing?

4 A. I did it -- I usually do that,
5 personally.

6 Q. When you say "personally," you mean
7 verbally?

8 A. Verbally, yes.

9 Q. Do you usually do it yourself or are
10 there other GID --

11 A. Myself. No, myself.

12 Q. Do you remember when Ms. Hexemer was
13 hired by GID Global; approximately?

14 A. Yeah. It was back in January 2011.

15 Q. And what was her position?

16 A. She was hired to be part of a project
17 to manage a database of GE documents.

18 Q. And was that done pursuant to a PSA or
19 to a purchase order?

20 A. To a purchase order.

21 Q. And when you hired Ms. Hexemer, did
22 you have a conversation with her about the
23 fact that she was being hired to work on a
24 specific project?

25 A. Yes.

1 Q. And did you give her an estimate of
2 how long that project was expected to last?

3 A. About a year.

4 Q. And did you describe to her what would
5 happen at the expiration of that project?

6 A. It's obvious. The project ends. I
7 mean, we have two options, to look for a
8 different project where she can be involved
9 or, unfortunately, that wasn't.

10 Q. And did you tell her that?

11 A. Yes.

12 Q. Did she have any response to that?

13 A. Honestly, I don't remember.

14 Q. And was that communication entirely
15 verbal or was it memorialized anywhere in a
16 writing?

17 A. No, verbal. Verbally, and she was
18 aware of it.

19 Q. When you say "and she was aware of
20 it"?

21 A. She used to work for a different
22 company within the same facility.

23 Q. And did that company operate on the
24 same basis?

25 A. I really don't know.

1 Q. So she may have been aware of it but
2 there may have been a different arrangement
3 with that other company?

4 A. I really don't know.

5 Q. The initial project for which
6 Ms. Hexemer was hired, was it completed
7 within a year?

8 A. It was completed by June of 2012, a
9 year and a half.

10 Q. Was the purchase order ever amended?

11 A. No.

12 Q. When was the purchase order entered
13 into?

14 A. 2011.

15 Q. And Ms. Hexemer was hired in
16 January of 2011, so you hired her very soon
17 after you entered into the purchase order --
18 very soon after you received the purchase
19 order rather?

20 A. I get in touch -- I got in touch with
21 Mrs. Hexemer by December of 2010, and her
22 first day here was January whatever day from
23 2011. I don't remember.

24 Q. How did you get in touch with --

25 A. By e-mail or by phone.

1 MR. EBERT: You have to let
2 him finish the question.

3 THE WITNESS: I'm sorry.

4 BY MR. VALLAS:

5 Q. How did you get in touch with
6 Ms. Hexemer?

7 A. By e-mail and by phone.

8 Q. Did you receive her application
9 through some service or how did you first
10 make contact?

11 A. I received the CV from her and the
12 general information and I called her.

13 Q. And when you called her in December,
14 were you anticipating receiving the purchase
15 order in January?

16 A. Yes.

17 Q. How far in advance of actually
18 receiving a purchase order would you be made
19 aware of the possibility that you'd receive
20 it?

21 MR. VALLAS: That's a poor
22 question. I'll rephrase.

23 BY MR. VALLAS:

24 Q. The purchase order that was issued in
25 January you were aware of in December of

1 2010.

2 How far in advance, typically, did you
3 become aware of a future purchase order?

4 A. Probably a month, month and a half.
5 It depends, once again.

6 I mean, remember that the process is
7 to put together proposal for a bid and I
8 will put together the proposal for that
9 project and structure a bid, and that
10 usually takes us or the process is -- can be
11 a month, can be 15 days, it can be a month
12 and a half. I mean, it's directly
13 proportional to the SOW of the project, of a
14 given project that we're going to be
15 fulfilling.

16 It can be a CCS, moving a box, or it
17 can be as difficult as putting together
18 operation and maintenance manual and a BOP
19 manual and doing the technical writing and
20 fulfilling the translation as well.

21 MR. EBERT: Did you say BOP
22 manual?

23 THE WITNESS: BOP stands for
24 balance of plant.

25

1 BY MR. VALLAS:

2 Q. What does "balance of plant" mean?

3 A. It's a set of technical documentation
4 around a power utility.

5 Q. So when you put in a bid for a project
6 pursuant to either PSA or PO, when that bid
7 is accepted, is the PO issued immediately?

8 A. Yeah. It's issued, yeah, within
9 original time. That means a week sometimes.

10 Q. When do you start staffing a specific
11 project?

12 Do you staff it before the bid is
13 accepted?

14 A. No, no.

15 Q. So the project for which Ms. Hexemer
16 was working, the bid was accepted sometime
17 in December and the PO was issued in
18 January; is that correct?

19 A. Yes.

20 Q. Now, even though the project took
21 about six months longer than expected, a
22 year and a half rather than a year, the PO
23 is never amended?

24 A. Well, that PO was amend for a half a
25 year, additional half a year.

1 Q. And when was it amended?

2 A. December of 2011.

3 Q. Was the budget for the project
4 increased at that time?

5 A. Directly proportional for the half a
6 year only. Have to be clear on that.

7 Q. But it was increased for that amount?

8 A. For a period of time.

9 Q. I just want to be clear on this.
10 When the PO is amended, does it
11 outline a budget or does it outline a period
12 of time?

13 A. No, no, a budget.

14 Q. Okay.

15 A. A budget.

16 But, I, in my new bid and proposal, I
17 stated that we need something around half a
18 year to complete the overall service that
19 was defined in the PSA and PO as well.

20 Q. So when they pay -- when the budget is
21 set, is it set by GE?

22 MR. VALLAS: Strike that.

23 BY MR. VALLAS:

24 Q. When the budget is set, is it defined
25 in terms of the amount of money --

1 MR. VALLAS: Strike that.

2 BY MR. VALLAS:

3 Q. You testified a moment ago that when
4 the PO is amended for six months, the budget
5 was increased proportionately for that
6 period of time.

7 So is the budget that's set in the PO
8 or the PSA defined in terms of time?

9 A. No. It's set and it's defined through
10 the scope of work that is outlined on the
11 PSA.

12 Q. But it does include terms of expected
13 periods of time?

14 A. Well, you need to comply with the GE
15 customer.

16 In other words, if you're fulfilling a
17 service that is going to be shipped directly
18 to a GE customer, you need to comply with
19 the overall dates. You cannot -- you cannot
20 engage in putting together a project, for
21 example, putting together a manual, a
22 service manual, that has to be delivered by
23 July 6. You cannot deliver those manuals
24 within August or September. They're
25 entitled to a date, of course.

1 Q. July the 6th is my birthday,
2 coincidentally.

3 A. Yeah?

4 So they are defined -- their budget is
5 directly proportional to the activities that
6 are described within the scope of work
7 within a purchase service agreement within
8 the master service agreement as well.

9 Q. But at the outset -- and I'm sorry
10 we're going over old ground again --

11 A. Yes, yes, it's fine.

12 Q. But at the outset of the project,
13 which is defined in the PSA or the PO, you
14 have a fair idea of the length of time that
15 project will last?

16 A. Yes.

17 Q. And you communicate that to your GID
18 employees; is that correct?

19 A. Yes.

20 Q. When a PO or a PSA is amended, as in
21 this instance, to increase that period of
22 time, and proportionately increase the
23 budget, do you communicate that extension to
24 your employees?

25 A. It's not -- they increase the budget,

1 not the time.

2 Q. But they increase the budget in such a
3 way that --

4 A. Remember that -- sorry to interrupt
5 you once again.

6 Remember that the budget -- that the
7 project is tied to a budget.

8 Q. I think it might be productive to
9 focus on this specific PO that was issued in
10 September of 2011 and amended in December of
11 2011, and I believe you testified earlier
12 that it was amended for approximately six
13 months, that it was amended to reflect the
14 fact that it would take six months to
15 complete -- an additional six months to
16 complete the scope of work.

17 A. Uh-huh.

18 Q. So in that instance, would it be fair
19 to say the PO is reflected to increase the
20 period of time for which the project would
21 last?

22 A. I do not agree.

23 Q. Please describe --

24 A. I do not agree. A PO -- a PO is
25 issued against the budget that I'm holding

1 on a bid.

2 Of course -- of course -- that budget
3 will cover "X" amount of days, months, or
4 whatever, of course.

5 But that is issue -- I'm quoting a
6 service. I'm not quoting a time frame.

7 Q. But as you testified earlier, the
8 service will often inherently include a time
9 frame insofar as the customer expects the
10 project be done by a certain date?

11 A. Yes.

12 Q. And so amendments often -- would it be
13 correct to say amendments often have to
14 cover the expected date, either extensions
15 of that date or so on?

16 A. Once again.

17 Q. Would it be correct to say that
18 amendments to POs will often have to include
19 terms about the time frame for the
20 completion of the project so that the
21 customer can be aware of when they can
22 expect to receive the work?

23 A. Well, once again, I mean, you need to
24 do your -- try to --

25 I need a further explanation of your

1 request.

2 Q. Let's focus on --

3 A. I mean, you need to be more specific,
4 you know. I'm sorry to --

5 Q. I think it's actually helpful to be
6 more specific and focus on this PO,
7 specifically.

8 So when it was amended in December of
9 2012, the expected completion date for the
10 project was pushed back to June of --
11 approximately June of 2012.

12 And was that term included in the
13 purchase order, the amendment?

14 A. It's money-wise.

15 Q. So nowhere in the amendment would it
16 say, Expected completion date June of 2012,
17 or something like that?

18 A. No. Remember that a PO is tied to an
19 SOW.

20 Q. So where would the --

21 I believe you testified earlier that
22 the clients do expect the work to be
23 completed by a certain date. Where would
24 that expectation be set forth, in what
25 agreement?

1 A. In -- come again.

2 Q. Where would that expectation to be set
3 forth? Would it be written down anywhere?

4 A. The time frame?

5 Q. Exactly.

6 A. The time frame? A PO is issued with a
7 budget that is specified with a bid within
8 an SOW that was put together for -- from GE
9 management, for example.

10 That PO states the budget that we
11 have, first of all, and then secondly, in
12 regards to that budget, we know, more or
13 less, the time that we're going to be having
14 to work around in order to comply with the
15 SOW, basically.

16 Q. And do you know that at the outset of
17 the project? Do you know that when the PO
18 is initially entered into?

19 A. What was that?

20 Q. When you say you know roughly how long
21 you will have to work, do you know that at
22 the outset of the project?

23 A. Yes.

24 Q. When the --

25 MR. EBERT: Whenever it's

1 convenient, if we can take five
2 minutes.

3 MR. VALLAS: Sure. This is a
4 fine time.

5 MR. EBERT: Okay.

6 (Recess held from 10:12 A.M. until
7 10:17 A.M.)

8 BY MR. VALLAS:

9 Q. So when the PO that we have just been
10 discussing before we broke was amended in
11 December of 2011, did you communicate that
12 fact to Ms. Hexemer?

13 A. The PO was amend?

14 Q. That the project that she was working
15 on had been extended.

16 A. Yes.

17 Q. Did you tell her for approximately how
18 long you expected it to be extended?

19 A. Half a year.

20 Q. And how did you tell her that?

21 A. Verbally.

22 Q. Do you remember when?

23 A. January of 2012.

24 Q. Did you tell her what you expected to
25 happen after that project expired?

1 A. I -- I -- well, she knows that we were
2 doing different things and that, of course,
3 I mean, business-wise, I'm always looking to
4 get new proposal, new bids, new projects.
5 It's an ongoing business process.

6 Q. Did she have any response to finding
7 out the project was extended?

8 A. Repeat that one.

9 Q. Did she have any response when you
10 told her that the project was extended?

11 A. No.

12 Q. So when the project expired in June --

13 MR. VALLAS: Strike that.

14 BY MR. VALLAS:

15 Q. So did you complete the project in
16 June?

17 A. Yes, I did. As a matter of fact,
18 before June we completed that.

19 Q. Is that common, to come in earlier
20 than expected?

21 A. Sometimes, yes.

22 Q. Did you assign Ms. Hexemer to a new
23 scope of work at that time?

24 A. Yes.

25 Q. And what was that new scope of work?

1 A. Support our IM people in Mexico.

2 MR. EBERT: IM people?

3 THE WITNESS: IM is

4 information management, I'm

5 sorry. There's a lot of

6 acronyms.

7 BY MR. VALLAS:

8 Q. Were those IM people working on a

9 specific project for GE?

10 A. IM people means information management
11 people.

12 Q. IM people?

13 A. IM. It's information management, and
14 IT is infrastructure technology. We do that
15 as well; not only for GE, for different
16 customers.

17 Basically, she was going to be
18 supporting some part or some portion of that
19 effort that we're doing directly from Mexico
20 within this facility.

21 Q. Was she working on projects that were
22 for other companies than GE?

23 A. No. I stated very clearly she was
24 going to be supporting our IM team in Mexico
25 in order to fulfill support within this

1 facility.

2 In other words, if you're working
3 within this facility, you need to be
4 rendering a service for our customer, GE.
5 We're not going to be doing, and we have
6 never done, anything to support a different
7 customer within this facility.

8 Q. So would it be correct to say that
9 after June of 2012, she was -- Ms. Hexemer
10 was not assigned to a specific scope of
11 work, but was providing general support?

12 A. General support.

13 General support for a specific project
14 of IM, information management.

15 Q. What was that specific project?

16 A. She was supporting a TOC. TOC means
17 table of contents, I'm sorry.

18 Q. That one I got.

19 A. Yes, table of contents for the gas
20 turbine manuals.

21 We have been doing that effort
22 probably for the past five years or so, so I
23 found a small space where she can be
24 supporting our team in Mexico.

25 Q. Was that project, the table of

1 contents for the gas turbine manuals, set
2 forth in a PSA?

3 A. The MSA.

4 Q. In the MSA?

5 A. In the master service agreement.

6 Q. The budget for that project?

7 A. It's part of the service.

8 Some of the services that we're
9 rendering, because we do information
10 management, some of those services that we
11 do are -- they need to be outlined in the
12 master service agreement, but not all of
13 them are tied to a PO, to a specific PO.
14 They are not tied to a specific purchase
15 order or PO.

16 Q. I believe you testified earlier that
17 there are no numbers in the master service
18 agreement?

19 A. That's what I told you, right.

20 Q. So where is the budget for this sort
21 of a project set forth?

22 A. What are the budget?

23 Q. So if this --

24 A. In a different -- I'm sorry.

25 Q. This project, the TOC, was being done

1 pursuant to the MSA, not to a PO or a PSA;
2 is that correct?

3 A. Yes. You need to -- that's going to
4 be --

5 I need to explain the different things
6 that we do. I mean, we have different
7 companies. In other words --

8 THE WITNESS: I don't know,
9 can I do this off the record
10 or --

11 MR. EBERT: If it's easier.

12 MR. VALLAS: Can we go off
13 the record for a moment?

14 (At which time, a discussion was
15 held off the record.)

16 MR. VALLAS: Let's go on the
17 record so I don't have to ask
18 you to repeat yourself. I do
19 appreciate that.

20 THE WITNESS: Yes.

21 MR. VALLAS: Okay.

22 Read back the last question
23 so I know where we were.

24 (At which time, the following
25 portion of testimony was read back

1 by the stenographer:

2 QUESTION: This project, the TOC,
3 was being done pursuant to the MSA,
4 not to a PO or a PSA; is that
5 correct?

6 ANSWER: Yes. You need to --
7 that's going to be -- I need to
8 explain the different things that we
9 do. I mean, we have different
10 companies. In other words --)

11 BY MR. VALLAS:

12 Q. While we were off the record you
13 explained to me a little bit about the way
14 GRUPO funds -- the way GRUPO and GE some of
15 these projects, and I'd like to ask you to
16 explain again the way in which GRUPO
17 conducts services for GE within the scope of
18 the MSA, but outside of the scope of a PO or
19 PSA?

20 A. We do information management and we
21 take care of infrastructure technology as
22 well. We have an RD, research and
23 development, company and teams which are
24 constantly developing new processes in order
25 to digitize transactional operations that

1 are done to put together the operation and
2 maintenance manuals and technical
3 documentation that we handle for GE.

4 Being a company that is doing,
5 basically, research and development, that is
6 funded directly by our same company GRUPO in
7 Mexico, it's not funded by GE.

8 And what we're doing as a development,
9 while it's in the process of development,
10 does not get any commercial impact directly
11 to GE, meaning we don't have a open PO for
12 our research and development process.

13 Q. So the only way in which you --

14 A. And -- and --

15 Q. Please finish your answer.

16 A. -- and --

17 Q. I'm sorry.

18 A. And she was supporting that activity
19 directly for our IM people in Mexico.

20 That's the TOC, table of content initiative.

21 And that was funded directly by GRUPO,
22 not GE.

23 Q. When you say "she," in that context,
24 you're referring to Ms. Hexemer?

25 A. That is right. That's the question

1 that you asked me.

2 Q. So the only way in which GRUPO is paid
3 for the work they do for GE is if it's
4 pursuant to a PO or PSA, work done outside
5 of that context is funded by GRUPO; is that
6 correct?

7 A. Yes, it is.

8 Q. About how much would GRUPO budget
9 annually to funding work pursuant to the
10 MSA, itself, that isn't paid for by GE?

11 A. (No verbal/audible response.)

12 Q. That was a poorly-worded question.

13 A. Sorry.

14 THE WITNESS: Do I need to
15 answer?

16 MR. EBERT: I'm not sure
17 what -- he's going to restate
18 the question and let's see what
19 it is he's going for.

20 THE WITNESS: I see.

21 BY MR. VALLAS:

22 Q. What is GRUPO's annual budget with
23 respect to work it performs pursuant to the
24 MSA and for which it is not compensated by
25 GE?

1 MR. EBERT: Are you
2 uncomfortable giving the
3 numbers? Go ahead. He's not
4 going to tell anybody.

5 A. It's something around a million
6 dollars.

7 BY MR. VALLAS:

8 Q. And who's responsible for setting that
9 budget? Is it you, yourself, or do you have
10 other employees who set that budget?

11 A. No, I'm responsible.

12 Q. Do you set that budget on an annual
13 basis or on a quarterly basis?

14 A. Annual basis.

15 Q. Do you ever revise it throughout the
16 year?

17 A. No.

18 After 20 years of doing business, I
19 really know that that amount will cover all
20 the research and development that we're
21 doing.

22 Q. There's nothing like experience. I'll
23 get there one day.

24 MR. EBERT: Me, too.

25 THE WITNESS: Me, too.

1 BY MR. VALLAS:

2 Q. So when you assigned Ms. Hexemer to
3 work in the support role for the IM people
4 down in Mexico, did you contemplate that
5 role lasting for a specific period of time
6 or was it more indefinite?

7 A. Indefinite.

8 In other words, can be a month, two
9 months, or whatever.

10 Q. And how did you contemplate --

11 MR. VALLAS: Withdrawn.

12 BY MR. VALLAS:

13 Q. When you say it could have been a
14 month, it could have been two months or
15 whatever, what would have been the
16 determining factor for when the work would
17 have been completed?

18 A. Skills.

19 Q. And what do you mean by that?

20 A. That's a good question. That's a very
21 good question.

22 The skills of Ms. Hexemer --

23 Mrs. Hexemer, I'm sorry, are basically a
24 database. She was hired to comply with an
25 SOW tied to a database.

1 During -- throughout the year that she
2 worked, I mean the initial year, and then
3 the additional half a year that she worked
4 for us, by supporting this specific project,
5 the database project, she told me that she
6 was computer savvy, meaning that she knows
7 different programs and softwares and
8 whatever. That's why I ask our systems
9 manager to get Mrs. Hexemer support in this
10 TOC initiative.

11 Unfortunately, her skills were not
12 what she told me. So -- in other words, I
13 mean she was not a computer savvy in regards
14 with developing software or working with
15 high software languages as well.

16 Q. So would it be correct to say that
17 Ms. Hexemer was put into this role on a --
18 something of a probationary period to see if
19 she could transition into that new position?

20 A. Yes and no.

21 Yes, because for what she told me,
22 probably it was a good fit for us; not for
23 GID Global for us in GRUPO, Number 1.

24 And Number 2, no because as well I was
25 trying to get a different project where she

1 can be more -- where she can feel more
2 comfortable in regards with the skills that
3 she have.

4 Bottom line, and once again, we were
5 paying for that effort. I was not getting
6 any compensation from GE.

7 Q. About how many employees would you say
8 you have of GID Global who work and are
9 compensated directly by you rather than by
10 GE?

11 A. We have about four or five employees.

12 Q. And how many employees do you have in
13 total working at the Schenectady GE
14 facility?

15 A. We have -- we have 18 people.

16 Q. Are you involved in the direct
17 supervision of those employees' day-to-day
18 work?

19 A. Yes.

20 Q. Is there any other employee of GID who
21 is involved in the direct supervision of
22 those employees' work?

23 A. As of today, yes.

24 Q. As of the time --

25 MR. VALLAS: Strike that.

1 BY MR. VALLAS:

2 Q. As of October 2012.

3 A. Yes.

4 Q. And who is that?

5 A. Used to be Jake Tefft.

6 Q. And what was Jake Tefft's title?

7 A. He was the PSA lead and the liaison
8 between GRUPO and GID and GE as well.

9 Q. Did Mr. Tefft have the authority to
10 hire employees?

11 A. No.

12 Q. Did anyone at GID Global have the
13 authority to hire employees other than
14 yourself?

15 A. Only myself. It's only me.

16 Q. Does anyone at GE have the authority
17 to fire employees other than yourself?

18 A. No.

19 Q. Did Mr. Tefft, or any other employee
20 other than yourself, at GID have the
21 authority to discipline a GID employee?

22 A. No.

23 Q. Guillermo Garcia, is he associated
24 with GID?

25 A. No.

1 Q. Is he associated with GRUPO?

2 A. Yes.

3 Q. And what's his role?

4 A. Let --

5 Q. Please.

6 A. Once again, let's go back an hour,
7 about an hour.

8 GID Global -- GID Global, it's a
9 company owned by Mexican company. That
10 Mexican company is owned by me and by my
11 brother, Guillermo Garcia.

12 Q. Does your brother, Mr. Garcia, have
13 any role in supervising employees of GID?

14 A. Nope.

15 Q. What's his role at GRUPO; your
16 brother's?

17 A. We are managers, general managers.

18 Q. Okay. Are you aware of an incident
19 that occurred between Ms. Hexemer and a GE
20 employee in October of 2012?

21 A. Uh-huh, yes.

22 Q. Can you describe what you know about
23 the incident?

24 A. Yes.

25 Basically it was -- as far as I know,

1 I just want to state it like that way
2 because I wasn't here, I was not here.

3 As far as I know, it happened -- what
4 happened was, it was a joke that she started
5 with a co-worker, Joel Hunt, and Jake Tefft
6 was there as well, regarding the weight. It
7 was as well a GE employee, Sarah Hill.

8 And then, after the joke was stated by
9 Mrs. Hexemer, Sarah Hill reply, and that's
10 what basically happened.

11 Q. When did you become aware of what had
12 happened?

13 A. The same day.

14 Q. And how did you become aware?

15 A. Jake Tefft send me -- called me.

16 Q. You were in Mexico at the time; is
17 that correct?

18 A. I live in Mexico.

19 Q. That's right, so you weren't in the
20 area.

21 And when Mr. Tefft called you, what
22 did he tell you about the incident?

23 A. What I told you.

24 Q. Did he express any opinion about who
25 was at fault?

1 A. No.

2 Q. Did he make any recommendations about
3 what should happen next?

4 A. Once again.

5 MR. VALLAS: Withdrawn.

6 BY MR. VALLAS:

7 Q. Why did Mr. Tefft feel the need to
8 inform you about the incident?

9 A. Because I'm the manager.

10 Q. Did he believe that some action should
11 be taken as a result of this?

12 A. No.

13 Q. Was he concerned about the way in
14 which the incident may affect GID's
15 relationship with GE?

16 A. She was -- he was aware of -- what was
17 the question?

18 Q. Was he concerned about the possibility
19 of this incident affecting GID's
20 relationship with GE?

21 A. No.

22 Q. Was he concerned that Ms. Hexemer was
23 dissatisfied as a result?

24 A. Yes. That's why he called.

25 Q. Did he make any recommendations about

1 what should be done in response to that
2 concern?

3 A. No.

4 Q. And did you have any recommendations
5 about what should be done?

6 A. I only told Jake to grab Mrs. Hexemer
7 to a conference room and have a chat there.
8 Basically, that was it.

9 Q. Did you tell Jake what he should say
10 during that chat?

11 A. No.

12 I mean, only to explain that we need
13 to be following the overall guideline in
14 order to be working within a GE facility.

15 Q. What do you mean by that?

16 A. Well, we need to be professional. You
17 cannot be yelling or you cannot be shouting
18 or you cannot be doing something that will
19 go against the general rules that you need
20 to be observing because we're working within
21 a customer facility.

22 Once again, you need to be
23 professional.

24 Q. When you say, We need to be abide by
25 GE "guidelines," are you referring to a

1 specific set of policies?

2 A. Not GE only. I mean, if you work
3 within a customer facility, it can be an
4 office or it can be a manufacturing
5 facility, I mean, you need to be conducting
6 yourself with integrity, you need to be
7 professional, you need to be showing your
8 education as well.

9 I mean, it's overall. It's the same
10 way that we're doing it here, I mean.

11 Q. Does GRUPO have a formal code of
12 conduct for its employees?

13 A. GRUPO?

14 MR. VALLAS: Withdrawn.

15 BY MR. VALLAS:

16 Q. Does GID have a formal code of conduct
17 for its employees?

18 A. Yes. I mean, as any company will have
19 it.

20 MR. EBERT: Are you asking
21 about a written policy?

22 MR. VALLAS: That's correct.

23 MR. EBERT: He's asking about
24 a written policy.

25 A. A formal written policy? Yes.

1 I mean, what we do is we pass along
2 the GRUPO policy that we have.

3 BY MR. VALLAS:

4 Q. And that's provided to employees of
5 GID?

6 A. It's read to all the employees. It's
7 written and we read it to all our employees
8 as well.

9 Q. You read it to them at what time,
10 during their orientation?

11 A. During their initial meeting, that is
12 right.

13 Q. Does GID maintain any formal policies
14 with respect to discrimination?

15 A. Yeah.

16 Q. By formal I mean written.

17 Does GID have any written policies
18 with respect to discrimination?

19 A. Yes.

20 THE WITNESS: Can we go off
21 the record?

22 MR. VALLAS: Just for a
23 moment.

24 (At which time, a discussion was
25 held off the record.)

1 MR. VALLAS: We can go back
2 on.

3 BY MR. VALLAS:

4 Q. Does -- were you concerned at all when
5 Mr. Tefft informed you of this incident that
6 Ms. Hexemer was raising allegations of
7 discrimination?

8 A. Once again the question, please.

9 Q. Did Mr. Tefft --

10 MR. VALLAS: I withdraw the
11 previous question.

12 BY MR. VALLAS:

13 Q. Did Mr. Tefft, at the time he informed
14 you of this incident, inform you that
15 Ms. Hexemer believed she had been
16 discriminated against on the basis of her
17 nationality?

18 A. Frankly, I don't remember, to be
19 pretty honest. I believe he did it.

20 Well, he was -- while he was -- while
21 we were on the call he told me.

22 Q. Did you instruct Mr. Tefft to say
23 anything to Ms. Hexemer about her allegation
24 that she had been discriminated against in
25 that way?

1 A. No.

2 Q. Did you believe that her allegation
3 had any merit, based on what Mr. Tefft told
4 you?

5 A. What do you mean about "merit"?

6 Q. Were you concerned that Ms. Hexemer
7 had, in fact, been discriminated against?

8 A. Once again the question.

9 Q. When Mr. Tefft told you that
10 Ms. Hexemer had made an allegation that she
11 had been discriminated against, were you
12 concerned that the allegation was true?

13 A. No.

14 Q. And why not?

15 A. I mean, in regards with what he told
16 me, it was only a joke. It was only -- I
17 mean, it started as a joke and that was it,
18 basically.

19 Q. So it would be fair to say that your
20 primary concern, after Mr. Tefft reported to
21 you, was the lack of professionalism that
22 was exhibited rather than any allegations of
23 discrimination?

24 A. My concern was, and it's always, to be
25 professional with the services that we're

1 rendering. I'm an open person that likes to
2 hear what happened, what can happen.

3 And I'm always a negotiator, meaning
4 I'm always open to receive any comment or
5 any concern; can be from directly my
6 employees or can be directly from my
7 customers or whatever. I'm always open.

8 I cannot base any -- any statement
9 with initial calls that I receive or initial
10 e-mails that I can receive.

11 Part of my business and part of what I
12 do is I dig into things before getting into
13 a final statement, and that's what --
14 exactly what I did with Ms. Hexemer.

15 Q. Did you, at the time Mr. Tefft
16 informed you of the incident or in the next
17 few days, develop a plan to investigate this
18 incident?

19 A. The same day.

20 Q. And what was your plan?

21 A. Well, call her. Call Mrs. Hexemer and
22 call the GE manager as well and set up a
23 conference call as well with my team.

24 Q. Did you have an opportunity to call
25 Ms. Hexemer?

1 A. The same day she ran away.

2 Q. And this was a Thursday; is that
3 correct?

4 A. I don't remember.

5 Q. When you say, "she ran away," what do
6 you mean by that?

7 A. She went away. I mean, she told Jake,
8 or Mr. Tefft, that she has to go to her
9 house.

10 So she left.

11 Q. Are you basing that on what Mr. Tefft
12 told you or is this something that you're
13 basing on information that you later
14 learned?

15 A. I later learned.

16 Q. Who told you that she left?

17 A. Mr. Tefft.

18 Q. Did Mr. Tefft --

19 A. And Mr. Zalewski also.

20 Q. Did either Mr. Tefft or Mr. Zalewski
21 later tell you that they told Ms. Hexemer to
22 go home after the incident?

23 A. Later they told me that, but she stay
24 and then she left.

25 Q. Did you consider it to be a problem

1 that she left?

2 A. No.

3 Q. Did you call Ms. Hexemer over the next
4 few days?

5 A. Yes.

6 Q. Do you remember approximately how long
7 after the incident when you called her?

8 A. It was the 31st.

9 Q. So approximately five days after the
10 incident?

11 A. Yes.

12 Q. Is there any reason why you didn't
13 call her in the intervening period?

14 A. No, no reasons.

15 Q. You said you set up a conference call
16 with your team as well?

17 A. Jake Tefft, Thomas Zalewski.

18 Q. When did that conference call take
19 place?

20 A. The next day.

21 Q. And what was said on that conference
22 call?

23 A. Just want to get their -- their inputs
24 of what happened.

25 Q. And what did they --

1 They were both on simultaneously?

2 A. In the conference call, yes.

3 Q. Was anyone else on?

4 A. No.

5 Q. And what did they say?

6 A. What I explained to you, what
7 happened.

8 Q. So this was the second call regarding
9 the incident. Mr. Tefft called?

10 A. That's right.

11 And basically I asked them to write an
12 e-mail with the incident so I can have it in
13 writing as well.

14 Q. On that conference call, did either
15 Mr. Zalewski or Mr. Tefft inform you that
16 Ms. Hexemer was making allegations that she
17 had been discriminated against?

18 A. Very sure about that.

19 Q. Very sure --

20 MR. EBERT: Sorry, can you
21 read back the question please?

22 (At which time, the following
23 portion of testimony was read back
24 by the stenographer:

25 QUESTION: On that conference

1 call, did either Mr. Zalewski or
2 Mr. Tefft inform you that
3 Ms. Hexemer was making allegations
4 that she had been discriminated
5 against?)

6 BY MR. VALLAS:

7 Q. When you say you're "very sure," are
8 you sure that they did or that they didn't?

9 A. I'm sure that they most probably told
10 me about that.

11 Q. And did you have any response to that
12 fact?

13 A. No.

14 Q. On that conference call, did you
15 discuss any recommendations for next steps
16 with respect to Ms. Hexemer?

17 A. No.

18 You need to listen first in order to
19 put up a statement and take actions.

20 Q. Did you discuss --

21 MR. VALLAS: Strike that.

22 BY MR. VALLAS:

23 Q. Did you ask to meet with Ms. Hexemer?

24 A. Yes, uh-huh.

25 Q. And did you have any direction for

1 what that meeting should entail?

2 A. I told Jake Tefft and I told Thomas
3 Zalewski to invite Soheila -- Mrs. Hexemer,
4 I'm sorry -- to lunch the next day that she
5 was going to be around the office so they
6 can have a conversation of what happened,
7 basically.

8 Q. So you asked them to get more
9 information, essentially?

10 A. Not information, just to talk and
11 discuss about what happened, period. As
12 simple as that.

13 Q. And did you ask them to say anything
14 during that conversation in particular?

15 A. No. Nothing at all.

16 Q. To your knowledge, did that meeting
17 happen?

18 A. Which one?

19 Q. Meeting between Mr. Tefft,
20 Mr. Zalewski and Ms. Hexemer that you
21 recommended on the phone.

22 A. I paid for that. I paid for lunch for
23 the three of them, so I'm pretty sure they
24 met.

25 Q. Hopefully.

1 And did either of them call you,
2 either Mr. Tefft or Mr. Zalewski, afterwards
3 to let you know how it went?

4 A. Jake called me and he told me, We have
5 lunch and that was it.

6 MR. VALLAS: Do you want to
7 take a break?

8 MR. EBERT: Sure.

9 (Recess held from 10:57 A.M. until
10 11:00 A.M.)

11 MR. VALLAS: Would you read
12 back.

13 (At which time, the following
14 portion of testimony was read back
15 by the stenographer:

16 QUESTION: Hopefully. And did
17 either of them call you, either
18 Mr. Tefft or Mr. Zalewski,
19 afterwards to let you know how it
20 went?

21 ANSWER: Jake called me and he
22 told me, We have lunch and that was
23 it.)

24 BY MR. VALLAS:

25 Q. Did Jake tell you that he told

1 Ms. Hexemer that you acknowledged that there
2 was discrimination?

3 A. Once again the question.

4 Q. Did Jake tell you that he told
5 Ms. Hexemer at that meeting that you
6 acknowledged that there was discrimination?

7 A. What do you mean by I "acknowledged"?

8 Q. That you recognized that there was
9 discrimination.

10 A. No.

11 Q. Did Jake tell you that he told
12 Ms. Hexemer that you said Ms. Hexemer would
13 no longer have to work with Ms. Hill?

14 A. That Jake told me that or that --
15 Once again your question.

16 MR. VALLAS: I actually
17 withdraw that question.

18 BY MR. VALLAS:

19 Q. Did you tell Jake to tell Ms. Hexemer
20 that she no longer had to work with
21 Ms. Hill?

22 A. No.

23 Q. Did you tell Jake to tell Ms. Hexemer
24 that you recognized that there was
25 discrimination with respect to the

1 October 25th incident?

2 MR. EBERT: Objection. I
3 think that was asked and
4 answered, but you can answer
5 it.

6 THE WITNESS: Yeah.

7 A. No.

8 BY MR. VALLAS:

9 Q. Did you have the opportunity, after
10 the incident, to discuss the incident with
11 the GE manager?

12 A. Yes.

13 Q. And when did you speak with him?

14 A. He sent me an e-mail and he set a
15 conference.

16 Q. Do you remember when?

17 A. I'm pretty sure you have that e-mail.

18 Q. Prior --

19 A. I don't want to sound rude, but I
20 receive about a hundred, 120 e-mails per
21 day. Of course, some of them are quite
22 important but some of them are just, I mean,
23 transactional, just to be kept in the loop.

24 So honestly, I don't remember the
25 exact date. I mean --

1 Q. It's not rude at all. As a matter of
2 fact, I would prefer if you don't speculate.
3 I'd like you to answer if you actually
4 remember.

5 I'd like to pass the witness
6 Plaintiff's Exhibit D.

7 A. Uh-huh. Okay. October the 30th.

8 Q. Do you recognize that as the e-mail
9 you were referring to?

10 A. Yes.

11 Q. Did you have any contact with Mr. York
12 prior to receiving that e-mail?

13 A. No.

14 Q. And do you remember what was said on
15 the conference that followed that e-mail?

16 A. Basically, what is written in this
17 e-mail.

18 Q. Is it -- do you mean that Mr. York
19 followed up with a verbal account of this?

20 A. Yes.

21 Q. And what did you say to Mr. York?

22 A. Basically, that I'm -- was going to be
23 looking for having a conference call with
24 Ms. Hexemer and my team as well.

25 Q. Did you tell Mr. York that you had

1 already terminated Ms. Hexemer?

2 A. No.

3 Q. Did you tell Mr. York that you were
4 going to terminate Ms. Hexemer?

5 A. No. That's my decision.

6 Q. At this time, had you made the
7 decision to terminate Ms. Hexemer?

8 A. Since June.

9 Q. When you say "since June" --

10 A. Well --

11 MR. EBERT: Just to be clear,
12 June of when?

13 THE WITNESS: Okay.

14 MR. EBERT: And you didn't
15 give an answer, technically.

16 THE WITNESS: I'm so sorry.

17 A. To be more specific, like I explained,
18 probably half an hour ago, since June 2012,
19 the project where she was put into in order
20 to fulfill that service was done. I mean,
21 we finished with that project.

22 We moved Mrs. Hexemer to support our
23 IM team in Mexico in order to put together
24 or to help support the TOC, table of
25 contents, digitation process.

1 So because I was -- we were, at GRUPO,
2 funding her, I mean, a decision was made, or
3 was taken, in other words.

4 BY MR. VALLAS:

5 Q. I believe you also testified earlier
6 that you were looking for another project.

7 A. That is right. In the meantime we
8 were looking for another project, of course.

9 Q. I believe you testified you would make
10 the determination about whether or not
11 Soheila could transition into the role of
12 supporting, if possible; the role of
13 supporting your IM team.

14 A. Oh, I took that decision back in
15 June 2012.

16 Q. When was the decision made that you
17 would no longer be able to continue to look
18 for another role for Ms. Hexemer?

19 A. June 2012. The date was October the
20 31st. That was the end date, basically.

21 Q. So --

22 A. Why? I'm going to try to shorten your
23 question probably.

24 Why? Because we didn't have any
25 budget at all.

1 Q. When you say, "We didn't have any
2 budget," what do you mean?

3 A. Funding budget from GE to keep
4 Mrs. Hexemer within the GE facility.

5 Q. So in June of 2012, you were aware
6 that you would continue to maintain
7 Ms. Hexemer in a position with GID until
8 October. Did you inform her of that?

9 A. No.

10 Q. Why not?

11 A. We handle information management and
12 we handle intellectual property technical
13 documentation. Because of the way the
14 business is structured, basically the people
15 that work for us has to be terminated the
16 same day we're sending the official e-mail
17 and doing the official conference call with
18 them.

19 Why? To protect intellectual property
20 that we're handling of our customer and of
21 us as well.

22 Q. So you're concerned about disgruntled
23 employees?

24 A. Pardon?

25 Q. Is it correct to say that you would be

1 concerned about disgruntled employees who
2 have just been terminated taking actions and
3 violating intellectual property?

4 Is that the concern that motivates
5 same-day termination?

6 A. Yeah.

7 Q. When you made the decision in June of
8 2012 to terminate Ms. Hexemer's employment
9 after October, was that a decision you took
10 on your own or was it in consultation with
11 anybody else?

12 A. My brother.

13 Q. And did you have any written
14 communications with your brother with
15 respect to this?

16 A. No.

17 Q. Why didn't you just terminate
18 Ms. Hexemer in June?

19 A. Well, we were looking --

20 We were trying to get a new position
21 for her. I mean, I was -- I was trying to
22 get a job for her, in other words.

23 Q. So the decision you made in June is,
24 We'll keep looking for a job?

25 A. In the meantime, she can support this

1 because she told me she has the skills in
2 order to develop software within the
3 languages, the programming languages that we
4 use and that we need and the frameworks that
5 we use as well.

6 Unfortunately, as I told you back
7 ago -- a while ago, not back ago, I'm
8 sorry -- her skills are not to be software
9 programmer considering the level of
10 languages and structure and frameworks that
11 we use and that we -- that we use in order
12 to develop our software, basically.

13 Q. And when did you realize that you
14 wouldn't find another project for
15 Ms. Hexemer funded by GE?

16 A. June.

17 Q. But you just testified a moment ago
18 that you were going to continue to look?

19 A. Yeah. To continue to look is
20 different to know exactly if I can get a
21 project --

22 Q. Sure, sure.

23 A. -- or a different service to be
24 rendered.

25 Q. But was there a time when you decided

1 that there's no point to continue to look,
2 it's obvious we have to let her go?

3 A. Probably by --

4 I'm going to answer this question
5 quite properly.

6 From June up to the end of July or
7 almost the first two weeks of August we saw
8 that -- we learned -- we saw and we learned
9 that she didn't has the skills in order to
10 support our IM team, basically.

11 Q. Was her performance ever evaluated?

12 A. In regards with?

13 Q. Let me clarify.

14 Does GID perform formal performance
15 evaluations for its employees?

16 A. We perform over metrics that we issue
17 on a monthly basis in order to comply with
18 the overall scope of work of a given
19 project.

20 Q. Was Ms. Hexemer ever informed, in that
21 period, that her work performance was
22 unsatisfactory?

23 A. When?

24 Q. Between the inception of this project
25 in June and her termination in October.

1 A. Well, she --

2 It was yes and no. I mean, she was
3 part of different conference calls with our
4 IM manager, and he told me that,
5 unfortunately, her skills were not up to
6 speed in order to be supporting this
7 process.

8 Q. And did you ever inform Soheila?

9 A. No. Because I asked him, our IM
10 manager, to keep the faith and let
11 Mrs. Hexemer try once again with a
12 different -- with different things and
13 different -- different structure from the
14 overall software that we're putting
15 together, basically.

16 Unfortunately, didn't work out.
17 That's a very technical position. You know
18 it or you don't know it.

19 Q. When it became clear that she didn't
20 know it in July, didn't you think it was
21 risky to have her keep working on it, on a
22 project for which she was unqualified for
23 another three months?

24 A. I'm a good person, George. I try to
25 look for a job for her.

1 Q. I have absolutely no evidence to the
2 contrary.

3 A. That's why.

4 Sometimes you take the risk, if the
5 people's deserve it, and sometimes it's
6 better not to take any risk.

7 I took the risk because I was looking
8 to get another project for her.
9 Unfortunately, it didn't happen.

10 Q. Did you ever consider moving her to
11 another role in that time that she'd be more
12 qualified for?

13 A. I don't have any -- I didn't have
14 anything where she could be moved.

15 Q. And when did you decide --

16 A. There's --

17 Sorry to interrupt you.

18 There's an ongoing process of cost
19 reduction within this facility, so, I mean,
20 you cannot -- you cannot, let's say, over
21 cost a project that cannot be overpaid.

22 I don't know if you get that one.

23 Q. When did you decide --

24 A moment ago you said you were looking
25 for another position, unfortunately it

1 didn't happen.

2 A. Uh-huh.

3 Q. When did you decide it wasn't going to
4 happen?

5 A. In July. I mean, in July I tried.

6 I called and I had several meetings
7 and conference calls and whatever -- I
8 travel a lot, as a matter of fact -- with
9 different GE managers, and I was looking to
10 have or to get a different scope of work
11 that can be more suitable for her or
12 suitable -- first of all, suitable for our
13 company in regards with the general SOW
14 described in the MSA, master service
15 agreement, and, of course, trying to fit her
16 skills in order to support a different
17 project.

18 Unfortunately, because, once again,
19 retaking the initial idea there's an ongoing
20 process of cost reduction within this plant
21 and within GE as well. I fairly
22 unfortunately got the impression that I was
23 not going to be getting the work or the
24 additional project where she can be working
25 for.

1 Q. And that became apparent in July?

2 A. In July.

3 I mean, going back once again, I told
4 my IM manager, information management
5 manager, to try to keep her on board with
6 different things.

7 Unfortunately, it didn't work.

8 Q. Well --

9 A. Sometimes, as an entrepreneur, you
10 need to keep time --

11 Q. Sure.

12 A. -- in order to things happ -- to get
13 the things rolling and to get some results
14 as well.

15 Q. The only thing I'm not clear about is,
16 you testified a moment ago that you kept
17 Ms. Hexemer in a role for which she was
18 unqualified in order to see if you could
19 find her some other role, specifically one
20 funded by GE, and yet, when it became
21 apparent in July that there would be no
22 other such position, you continued to keep
23 her in that role for which she was
24 unqualified for three months.

25 A. She was having --

1 Q. Yes.

2 A. She was having, as far as I know,
3 family problems. Her dad was or is, I don't
4 know, ill. She was -- at that time, he was
5 living with her and she went back to Iran.

6 Q. Do you remember when that was,
7 roughly?

8 A. No, I really don't know. I don't
9 remember exactly, in other words.

10 Q. Do you remember how you learned of the
11 family problems?

12 A. She told me about that one.

13 Q. So would it be correct that to say you
14 kept her in her position out of concern for
15 the effect the termination would have on
16 those problems, on aggravating those
17 problems?

18 A. Yes.

19 Q. But you had the intention of
20 terminating her in October for --

21 A. Business-wise. Period.

22 Q. For business-wise purpose, but for the
23 entire period during which she was in the
24 role?

25 A. One again.

1 Q. You had maintained --

2 MR. VALLAS: Strike that.

3 BY MR. VALLAS:

4 Q. You first intended to terminate her at
5 the end of October back in June.

6 A. Once again, as I explained to you
7 moments ago, sometimes you need to take
8 enough time in order to take a decision and
9 to clearly make a statement if someone is
10 suitable for a position or if it's not
11 suitable because of the skills, because of
12 the mindset, because of your personal
13 motivation to do something.

14 I mean, bottom line, you're dealing
15 with human resources.

16 Q. So between the time of the incident on
17 October 25th and the time of the
18 termination on October 31st, did you have
19 any conversations with anybody about the
20 termination other than Mr. Tefft,
21 Mr. Zalewski and Mr. York?

22 A. No, that was it.

23 Q. And I believe you --

24 MR. VALLAS: Strike that.

25

1 BY MR. VALLAS:

2 Q. As a result of this incident, did you
3 ever reconsider your decision to terminate
4 Ms. Hexemer on the 31st?

5 A. No.

6 Q. Were you concerned about the possible
7 inference that she's being terminated as a
8 result of --

9 A. No.

10 Q. -- the incident?

11 A. No.

12 Q. I believe you testified earlier that
13 you thought that the incident exhibited a
14 lack of professionalism.

15 Would that lack of professionalism, in
16 your opinion, be terminable?

17 A. No.

18 Q. Would it be a proper basis for
19 discipline?

20 A. In regards with?

21 Q. I believe you testified earlier that
22 you can't, as an employee, yell or raise
23 your voice or behave in an unprofessional
24 manner.

25 Do you think that it would be

1 appropriate to discipline an employee for
2 doing so?

3 A. Yes.

4 Q. Did you ever consider disciplining
5 Ms. Hexemer?

6 A. Instead of firing her? I didn't fire
7 her because of the -- what happened in
8 October. I fired her and I terminated her
9 because I didn't have any work to do for
10 her. That's it. Completely different
11 thing.

12 Q. So the reason you never considered any
13 next steps is because you knew that by
14 Wednesday her employment relationship would
15 have ended.

16 Did Mr. Tefft know --

17 A. Sorry to ask you a question. That
18 sounds logical, right?

19 MR. EBERT: You don't get to
20 ask him questions,
21 unfortunately.

22 THE WITNESS: I know. I
23 know.

24 MR. EBERT: It's a one-way
25 street here.

1 BY MR. VALLAS:

2 Q. Did Mr. Tefft know that you intended
3 to terminate?

4 A. No.

5 MR. VALLAS: I'd like to ask
6 you to please mark this
7 Plaintiff's Exhibit.

8 (Plaintiff's Exhibit I, Email
9 Bates stamped GEGID20732, consisting
10 of one page, was received and marked
11 for identification; exhibit appended
12 to transcript.)

13 BY MR. VALLAS:

14 Q. If you could just take a moment to --

15 MR. EBERT: Take a look at
16 it. I know the e-mail, but
17 he's going to ask you
18 questions.

19 BY MR. VALLAS:

20 Q. Take as much time as you need, and as
21 soon as you're ready, just let me know.

22 A (Witness complied with counsel's
23 request.)

24 Uh-huh.

25 Q. Do you recognize that e-mail?

1 A. Yes.

2 Q. As an initial matter, the e-mail on
3 top from Mr. Garcia -- forgive me. Just to
4 avoid confusion, I'll refer to him by his
5 first name, Guillermo.

6 A. Uh-huh.

7 Q. (Reading from document.)

8 "Fe de Hechos," can you explain to me
9 what that translates to?

10 A. Fe de Hechos? Means what happened.

11 Q. I believe you testified earlier that
12 Guillermo wasn't involved in the supervision
13 of GID employees or discipline of GID
14 employees?

15 A. Uh-huh.

16 Q. Was there a reason that he was
17 involved in --

18 A. Receiving this e-mail?

19 Q. And also being present on the
20 conference call earlier?

21 A. There are two questions.

22 First of all, which conference call?

23 Q. That's a very good point.

24 MR. VALLAS: And I withdraw.

25

1 BY MR. VALLAS:

2 Q. Was there a reason he received this
3 e-mail?

4 A. Yes.

5 Q. Okay.

6 A. Simple as -- simple reason is, I
7 travel a lot, and sometimes, when I'm
8 traveling, I'm flying or whatever, it's
9 impossible for me to see an e-mail. And for
10 that reason, Guillermo, who is a manager as
11 well of GRUPO, sometimes they send e-mails
12 and the people wants to -- us to be aware of
13 things that happen or things that going to
14 be happening or whatever.

15 So Guillermo is always in Mexico in
16 the office. He can take care of the e-mail
17 and then send it to me, basically, if I need
18 to be around what they are discussing in the
19 e-mail.

20 And this, basically, is a GID Global
21 instance, so that's why he sent it to me.

22 Q. Did Guillermo have any role in
23 investigating this incident or was he just
24 passing along information to you?

25 A. Passing along information.

1 Q. I believe you testified earlier that
2 you had asked Jacob to put together e-mails
3 and other employees of GID to put together
4 e-mails of their account of what happened.

5 Is that what this e-mail is response
6 to?

7 A. Yes.

8 Q. What was the purpose of that?

9 A. Just to have a written confirmation of
10 what happened.

11 Q. Were you concerned that what happened
12 would become the subject of a future
13 dispute?

14 A. No. I'm always concerned of the
15 things my employees can do within a scope of
16 work within a GE facility or within dealing
17 with our customers directly. I'm always
18 concerned about that.

19 So when I get some negative feedback
20 or can be a positive feedback or it can be
21 whatever type of feedback, I always like to
22 have it in written.

23 Q. You can put that aside for the moment,
24 and I'd like to ask --

25 MR. VALLAS: This will be my

1 last exhibit, Plaintiff's
2 Exhibit J.

3 (Plaintiff's Exhibit J, E-mail
4 Bates stamped GEGID20562, consisting
5 of one page, was received and marked
6 for identification; exhibit appended
7 to transcript.)

8 BY MR. VALLAS:

9 Q. Mr. Garcia, I'd like you to take a
10 quick look at that e-mail.

11 A. Uh-huh.

12 Q. Take as much time to read it as you
13 like. I just have a question about one
14 phrase.

15 A (Witness complied with counsel's
16 request.)

17 Q. (Reading from document.)

18 In the second line you say that -- you
19 refer to Ms. Hexemer's position as services
20 as a contingent assignment within GE
21 infrastructure.

22 A. Uh-huh.

23 Q. What do you mean by "contingent
24 assignment"?

25 A. That's the way that GE refers to the

1 contingent worker database, basically
2 meaning the people that work for GE -- the
3 people that work for a company in order to
4 render a service that is outlined within a
5 scope of work.

6 In other words, within this plant
7 there are GE employees and there are
8 contingent worker as wells, and they're
9 quite well-defined -- defined in the e-mail
10 address that is given to our company --
11 through our company to be used by our
12 employees. It states GE comma, Non-GE, GE
13 Power Water, Non-GE, and as well the badge.
14 The GE employee use the blue badge and us,
15 we use a green badge. And it's quite
16 well-defined for who we are working for,
17 GRUPO Integracion.

18 Q. Does GE employ directly any contingent
19 workers or they always use another company
20 as an intermediary?

21 MR. EBERT: Objection. If
22 you know their overall standard
23 procedure.

24 BY MR. VALLAS:

25 Q. I don't want you to speculate.

1 A. I really don't know. It's not my
2 business.

3 Q. Okay. So following that e-mail, which
4 was sent to Ms. Hexemer in the afternoon,
5 did you speak with her?

6 A. Yes.

7 Q. And when was that; approximately?

8 A. Same day.

9 Q. Did you call her or did --

10 A. I called her.

11 Q. And what did you say?

12 A. Exactly what I wrote.

13 Q. Was it immediately afterwards or was
14 it later in the day?

15 A. No. It was probably five or 10
16 minutes after this e-mail that I -- the
17 e-mail that I sent.

18 Q. Did she have any response to you
19 informing her of her termination on that
20 call?

21 A. What do you mean?

22 Q. Did she say anything to you on the
23 phone when you called her?

24 A. Yell at me.

25 Q. And how did she yell at you?

1 A. By the phone. She yelled, she was
2 crying and she was mad.

3 Q. How wasn't the right word.
4 What did she say, in substance?

5 A. In substance?

6 Q. As opposed to tone.

7 A. She couldn't believe that I -- I was
8 taking that action.

9 Q. Did she say that she felt that the
10 decision was based on her ethnicity or her
11 national origin?

12 A. No.

13 Q. Did she say that she felt she was
14 being discriminated against?

15 A. She told me that she felt that GE --
16 not GE.

17 For what happened in that event that
18 happened back in October the 26th, or
19 somewhere around that date, that she felt
20 that they have been an issue regarding
21 discrimination.

22 Q. She said that on this call. Did you
23 say anything in response to that?

24 A. No. I only told what I wrote about
25 it.

1 Q. About how long did that call last?

2 A. No more than probably four minutes.

3 She hung the phone.

4 Q. She hung up?

5 A. Hmmm?

6 Q. She hung up?

7 A. Yes.

8 Q. Did you speak with her later in the
9 evening?

10 A. She called me to Mexico.

11 Q. And what was said on that
12 conversation?

13 A. She was asking for my support in order
14 to put together a lawsuit against GE.

15 Q. Did she say what the basis for that
16 lawsuit would be?

17 A. Discrimination.

18 Q. And did she say -- did she give any
19 details about the lawsuit itself?

20 A. No.

21 Q. And what did you say in response to
22 that?

23 A. In regards with the support? That I
24 cannot support this type of things.

25 Q. Did you give a reason why?

1 A. I mean, no. I don't -- I cannot
2 support that type of things.

3 Q. Is the reason you couldn't support it
4 because you didn't believe that the lawsuit
5 would have merit or was it because you
6 didn't want to disrupt GID's relationship
7 with GE?

8 A. No. Basically, I cannot support
9 anyone for putting something that I was not
10 part of it.

11 Q. I'm sorry. I just didn't understand.

12 A. Yeah. I cannot support something,
13 whatever, if I not -- if I haven't or if I
14 wasn't part of it, so...

15 Q. So you're --

16 A. So I was not part of that, let's say,
17 joke, quoting, joke, or discussion that they
18 had. First of all, I only had --

19 I knew about it because Jake Tefft
20 called me and I did a conference call and I
21 received an e-mail from Jared York and I did
22 a conference call and whatever, but I was
23 not part of it.

24 So there's no way I can support
25 that -- an initiative of a lawsuit if I

1 don't exactly know the -- not the purpose,
2 of course, the reason why she was trying to
3 put together a lawsuit.

4 Q. Did you say anything else to her in
5 that conversation?

6 A. Yeah. That if she wants, I can be
7 here in a couple of day, three days or
8 something like that, or next week, I don't
9 remember exactly, and I can sit down with
10 her and try to discuss what happened,
11 basically.

12 Q. Did Ms. Hexemer describe to you, in
13 that conversation, her belief that GE was
14 responsible for her termination?

15 A. I don't remember. She did that while
16 we met in the restaurant, or at the
17 restaurant. Most probably in that call she
18 told me that, but...

19 Q. Let's move on to that, actually.

20 A. Uh-huh.

21 Q. About how long after that conversation
22 did you meet with her in the restaurant?

23 A. Oh, it was the first days of
24 November -- no, the -- if I can have a
25 calendar I can tell you.

1 It was probably November -- November
2 the 5th or the 6th or something like that,
3 or the 7th. I don't remember exactly.

4 Q. Are you aware that she tape-recorded
5 that conversation?

6 A. Nowadays, yes; at that time, I didn't
7 know.

8 Q. When did you become aware?

9 A. In the mediation.

10 Q. Have you had an opportunity to listen
11 to the recording?

12 A. I read the recording.

13 Q. You read a transcript?

14 A. The transcript, I'm sorry, yes.

15 Q. Did you read that transcript in
16 preparation for today's deposition?

17 A. Not in preparation, just to know
18 exactly what -- what that transcript was
19 talking or referring to, basically.

20 Why? Because since the beginning I
21 met with her and I -- I didn't took a
22 different action or my thoughts were -- were
23 kind of screw or mishandled. I'm pretty
24 sure I didn't do anything wrong.

25 Q. Do you remember, based on your memory

1 of the initial conversation or having read
2 the transcript, what you said to Ms. Hexemer
3 in that conversation about the reason for
4 her termination?

5 A. What I wrote.

6 Q. Do you remember telling her that the
7 reason for her termination was because GE
8 set a budget and eliminated the position?

9 A. GE sets a budget and eliminates a
10 position, and that exactly means -- I'm
11 going back to this e-mail -- there is a
12 contingent worker's database, CWD, and in
13 there, GE collects the whole record of all
14 the worker, the contingent workers working
15 within a facility or within a projects --
16 within projects or within a business unit.
17 And basically, when the budget is done, I
18 need to eliminate the position and I need to
19 send an e-mail to the CWD in order to
20 eliminate the position.

21 Eliminating the position means they
22 are shutting down the e-mail address, they
23 are shutting down all the hardware and
24 software accesses, and they are taking care
25 of the badge.

1 So that's eliminated. That's what it
2 means.

3 Remember that we handle intellectual
4 property, technical documentation, and they
5 are quite close to the whole process of
6 doing so.

7 Q. Can GE direct you do terminate one of
8 your employees?

9 A. No. No, because they're paying for
10 services. I'm hired -- I'm contracted to
11 render services, so I'm selling services.
12 I'm not selling people. I'm not selling
13 time of people. I'm not selling fiscal
14 weeks of people that I hire -- of the people
15 that I hire. I'm billing for services that
16 I render.

17 And once again, taking back probably
18 about two hours ago, I'm billing for
19 services that I render with the people from
20 GID Global or with the people from GRUPO in
21 Mexico.

22 Overall it's a service that is render
23 in different ways or with the interaction of
24 different GID or GRUPO or other company
25 resources in order to fulfill to the

1 services out scoped or previously scoped
2 within a purchase service agreement or a
3 master service agreement. Bottom line, they
4 are services. It's not people.

5 Q. But when a project is over and GE
6 e-mails you with the names in the contingent
7 worker database and says, We have to
8 eliminate these positions, is that what you
9 were testifying earlier, that when the
10 project is over, GE will get in touch with
11 the names of the people on the project?

12 A. No.

13 Q. So explain to me again --

14 A. It's not -- it's not -- GE is not
15 responsible for the resources that I have.
16 I don't know if that is your question.

17 Q. So -- so when you say GE can eliminate
18 a position, you testified a moment ago they
19 can't direct you to terminate any employee?

20 A. No, no, they can't.

21 Q. So what does it mean for you to say
22 that GE eliminates a position?

23 A. A project can have a hundred positions
24 and GE can said, Because we're almost done
25 with the project, we need to reduce by 10

1 per cent the overall amount of support that
2 we're getting.

3 That 10 per cent of support that we're
4 getting means can be one person or it can be
5 a hundred persons, it depends, but it's not
6 a given that they're telling us, Please
7 terminate this or that or whatever
8 positions.

9 Remember, once again, we are rendering
10 services and we're billing for services.
11 We're not billing for the people.

12 GID Global is a supplier and a vendor
13 of GRUPO in Mexico. It's not a direct
14 supplier or contractor to -- to GE.

15 Q. Okay.

16 A. So -- so it's merely impossible for
17 them to tell me, Do this with GID Global.
18 They need to send it to GRUPO, that is
19 related to a service. GRUPO will send it to
20 GID Global as a service, and that will do
21 it.

22 So it's not a directly -- it's not a
23 direct relationship between GE and GID.

24 Q. At this time --

25 MR. VALLAS: Strike that.

1 BY MR. VALLAS:

2 Q. At the time that Ms. Hexemer was
3 terminated, and for about three months
4 prior, she was working a position that
5 wasn't funded by GE; is that correct?

6 A. Uh-huh.

7 Q. So did GE have any authority or any
8 input even into Ms. Hexemer's continued
9 employment insofar as they weren't paying
10 for her?

11 A. What do you mean?

12 Q. Well, when you testified a moment ago,
13 you said that GE could, for instance,
14 contact you and say, We need to reduce the
15 support role on this project by 10 per cent.

16 Insofar as they weren't funding the
17 project on which Ms. Hexemer was working at
18 the time she was terminated, did they have
19 any input at all in whether she continued to
20 remain employed with GID?

21 A. No. I mean why? I mean, I don't
22 understand, exactly, your question.

23 Q. Could GE take any action --

24 A. No.

25 Q. -- or offer any input to whether or

1 not you continued to employ Ms. Hexemer?

2 A. No, no. That's a good example of what
3 I'm trying to --

4 Q. But what I want to get at is whether
5 or not you remember telling Ms. Hexemer at
6 that restaurant that GE was responsible for
7 eliminating --

8 A. For what?

9 Q. -- that GE was responsible for
10 eliminating the position, and that it was
11 GE's decision to set the budget in such a
12 way that her position was eliminated?

13 MR. EBERT: Objection. You
14 can answer.

15 THE WITNESS: Pardon me?

16 MR. EBERT: You can answer.

17 I'm just noting an objection.

18 THE WITNESS: Okay.

19 BY MR. VALLAS:

20 Q. And my question is: Do you remember
21 saying that, not whether or not --

22 A. No. I mean, probably I told her that,
23 but this is the game of different words and
24 statements.

25 Basically, if she was -- she was hire

1 to fulfill a service within a project that
2 was open back in January of 2011. That
3 project was supposed to be done by December
4 of 2011. It was -- it was -- the PO was
5 amend in order to finish that project by
6 June. We finish it by mid May, or something
7 like that, of 2012.

8 It was my decision to keep
9 Mrs. Hexemer and move her to support and an
10 IM, information management, process of the
11 TOC, table of contents, that we are
12 developing in Mexico.

13 Why? Because she told me she has
14 different skills and I thought that those
15 skills were suitable for the project that we
16 were doing in Mexico as an RD, research and
17 development.

18 After a month and a half, my manager
19 from the IM team in Mexico told me that her
20 skills were not suitable to do the support,
21 the direct support, for that project.

22 I was looking to receive a new SOW or
23 a new project where most probably she can
24 fit in regards with her skills.
25 Unfortunately, that didn't happen.

1 So, bottom line, money-wise, business
2 decision, we will fund her salary up to
3 October, and if something happens in
4 between, we will push her termination date.
5 If not, I will need -- I will be in a
6 position to send the e-mail that you're
7 showing to me with her termination letter as
8 well.

9 Q. And this was the decision that was
10 made?

11 A. So -- so --

12 Q. I apologize.

13 A. Sorry to interrupt you, just to
14 finish.

15 So, that's a clear example just to
16 show that GE was not directly involved in
17 giving me orders to terminate any employees.
18 Because if that's the case, that will --
19 that most likely happen or most likely was
20 going to be part of her termination back in
21 June, okay.

22 So I'm free to take any action, any
23 decision, who is working for me, the persons
24 that are working for me, which projects are
25 they supporting. I can switch employees

1 without telling my customer what I'm doing.

2 Bottom line, the only thing that they
3 care about is that the service that they are
4 paying for is completely render and that the
5 projects are close on time.

6 Q. Do you remember telling Ms. Hexemer at
7 that restaurant that you weren't aware in
8 advance that her position would be
9 eliminated?

10 A. Once again.

11 Q. Do you remember telling Ms. Hexemer at
12 the restaurant that weren't aware in advance
13 that her position would be eliminated?

14 A. Of course.

15 Q. Why did you tell her that if you just
16 testified that you were aware, as early as
17 July, that you would be eliminating her
18 position?

19 A. Who is going to be eliminating that
20 position? I mean, you're playing with the
21 words.

22 Once again, I'm the one who took the
23 decision. The project where she was
24 involved ended by June --

25 Q. Right. But if you were --

1 A. -- so it's --

2 Q. If you were the one who took the
3 decision -- and I do thank you for that
4 explanation -- why, then, did you tell
5 Ms. Hexemer that you weren't aware that the
6 decision would be taken?

7 A. In regards with what?

8 Q. Her termination.

9 A. Honestly, I don't get the question.

10 MR. EBERT: See if you can
11 clarify it.

12 BY MR. VALLAS:

13 Q. When you told Ms. Hexemer at the
14 restaurant that you weren't aware in advance
15 that she would be terminated, why did you
16 tell her that if you knew?

17 A. The position was close since June.
18 The project was close, so no position was --
19 I mean, I didn't receive any e-mail, once
20 again, from October the whatever date,
21 26th, up to October the 31st giving me
22 orders to terminate her --

23 Q. Do you remember --

24 A. -- because the project was completely
25 closed and done by June --

1 Q. Sure.

2 A. -- so...

3 Q. But do you remember telling
4 Ms. Hexemer that you didn't know in advance
5 that the decision would be taken to
6 terminate her?

7 A. I took the decision, I mean.

8 Q. No, no. Do you remember telling her
9 that, whether or not it's actually true?

10 MR. EBERT: Did you say to
11 Ms. Hexemer --

12 BY MR. VALLAS:

13 Q. Did you say to Ms. Hexemer at the
14 restaurant that you didn't know in advance
15 that you were terminated?

16 A. No, the question was different. Let
17 me remind --

18 Q. That is a different question.

19 MR. VALLAS: I withdraw the
20 previous one.

21 Q. I just want to know if you remember
22 saying that while you were at the
23 restaurant.

24 A. I don't remember.

25 Q. That's okay.

1 A. Probably I did, probably I don't.

2 Q. I'm sorry, I didn't get that.

3 A. I mean, probably I did it.

4 MR. EBERT: Whatever you
5 remember.

6 THE WITNESS: Yeah, I don't
7 remember.

8 BY MR. VALLAS:

9 Q. Okay. I have a few more questions
10 about a slightly different subject matter,
11 which is, does GID have an HR department?

12 A. GRUPO has an HR department.

13 Q. Is GID subject to GRUPO's HR
14 department?

15 A. GID has, as of today, a manager who is
16 handling HR, yes.

17 Q. Is that manager responsible for
18 disciplining employees who violate GRUPO's
19 or GID's code of conduct?

20 A. He's responsible of letting me know
21 what is happening. I take the actions and
22 he is, as of today, the person in charge of
23 getting these discipline actions to be
24 taken.

25 Q. I want to focus on the time period

1 prior to October 31st, 2012.

2 Was the structure different then?

3 A. Yes, of course. I was dealing
4 directly with my people.

5 Q. When you say your "people," you mean
6 the GID employees?

7 A. The GID employees, that is right.

8 Q. What form of discipline would you
9 impose for violations of GRUPO or GID's code
10 of conduct?

11 A. Just raise a flag. I discuss what
12 happened and I try to motivate the people in
13 order to, first of all, discuss it directly
14 with me rather than discuss it directly with
15 the customer.

16 The PSA structure states that we need
17 to have a PSA lead, and so they need to go
18 to their PSA lead and, if they want, they
19 can go directly to me. We will discuss it
20 and settle whatever needs to be settle in
21 regards with discussion that can be, let's
22 say, boiling around a project.

23 Q. Do you ever write employees up? Is
24 there a write-up procedure at GID?

25 MR. VALLAS: Strike that.

1 BY MR. VALLAS:

2 Q. Was there, prior to October 31st,
3 2012, a procedure for disciplining employees
4 in the form of a write-up?

5 A. What do you mean? Like a code?

6 Q. Like a written warning or a written --

7 A. I usually send e-mails.

8 Q. Was there a procedure, prior to
9 October 31st, 2012, for suspending
10 employees for disciplinary reasons?

11 A. No.

12 Q. Were GID employees who worked in GE
13 facilities subject to GE's code of conduct?

14 A. Well, you need to observe the code of
15 conduct, of course.

16 Q. Was anyone --

17 A. But they are not entitled to put
18 pressure on that code of conduct.

19 Q. When you say "they"?

20 A. GE.

21 Q. Was anyone terminated between the
22 outset of your relationship with GE and the
23 present for disciplinary reasons?

24 A. Were they?

25 Q. And by "disciplinary reasons," I mean

1 was anyone terminated for violations of --

2 A. No, no.

3 Q. -- is that right?

4 A. Yes.

5 Q. You must recruit your employees very
6 well.

7 Okay. Are you aware --

8 A. Let me state this one.

9 A company is made up because of its
10 employees, not because of the manager who is
11 handling everything. So we live for our
12 employees.

13 Q. I think that's an admirable attitude.

14 But are you aware that GE has a system
15 in place where certain punishments are
16 imposed for certain violations, up to and
17 including termination?

18 A. No, I don't know.

19 Q. Are you aware of any procedures that
20 would be put in place if one of your
21 employees violated GE's code of conduct and
22 you chose not to discipline? Would GE be
23 entitled to take any action?

24 A. No.

25 Q. If I may use a hypothetical.

1 If one of your employees got into a
2 physical altercation on GE property, would
3 GE be entitled to terminate that employee if
4 you chose not to?

5 A. Not that I know.

6 Q. Is there any document that
7 memorializes your responsibilities with
8 respect to the employees working on GE
9 facilities as far as maintaining order as
10 far as ensuring that there's no criminal
11 activities and so on?

12 A. It's outline in the MSA, master
13 service agreement.

14 Q. What does the MSA say with regards to
15 your responsibility to ensure that your
16 employees abide by --

17 A. Bottom line, that we need to be --
18 that we need to conduct business in a
19 professional way.

20 Q. And do you know if the MSA outlines
21 any consequences for not conducting business
22 in a professional way?

23 A. Don't remember.

24 MR. VALLAS: If we could
25 break for just a minute. I

1 want to make sure there's
2 nothing else.

3 I think we may be done.

4 MR. EBERT: Sure.

5 (Recess held from 11:53 A.M. a
6 until 11:59 A.M.)

7 MR. VALLAS: I have no
8 further questions, although I
9 reserve the right to follow-up.

10 MR. EBERT: That's great.

11 MR. VALLAS: Thank you very
12 much for your time.

13 * * * * *

14 (Whereupon, the examination of
15 JOSE GARCIA in the above-entitled
16 matter concluded at 11:59 a.m.)

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1 This is the Deposition of
2 JOSE GARCIA
3 taken in the matter, on the date, and at the
4 time and place set out on the title page hereof.

5
6 It was requested that the deposition be taken by
7 the reporter and that same be reduced to
8 typewritten form.

9
10 It was agreed by and between counsel and the
11 parties that the Deponent will read and sign the
12 transcript of said deposition.

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1 DEPONENT'S CERTIFICATE

2 STATE OF _____:

3 COUNTY/CITY OF _____:

4 Before me, this day, personally appeared
5 JOSE GARCIA, who, being duly sworn, states that
6 the foregoing transcript of his/her Deposition,
7 taken in the matter, on the date, and at the time
8 and place set out on the title page hereof,
9 constitutes a true and accurate transcript of said
10 deposition.

11

12

13

JOSE GARCIA

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17 Signed and subscribed to before me
18 this____day of_____, 20____.

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20 NOTARY PUBLIC, STATE OF NEW YORK

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DEPOSITION ERRATA SHEET

Page No. _____ Line No. _____ Change to: _____

Reason for change: _____

Page No. _____ Line No. _____ Change to: _____

Reason for change: _____

Page No. _____ Line No. _____ Change to: _____

Reason for change: _____

Page No. _____ Line No. _____ Change to: _____

Reason for change: _____

Page No. _____ Line No. _____ Change to: _____

Reason for change: _____

Page No. _____ Line No. _____ Change to: _____

Reason for change: _____

Page No. _____ Line No. _____ Change to: _____

Reason for change: _____

SIGNATURE: _____ DATE: _____

JOSE GARCIA

1 REPORTER'S CERTIFICATION

2

3 I, ROBERTA-ANNE SCHMITT, a Court
4 Reporter and Notary Public certified in and for
5 the State of New York, do hereby certify that I
6 recorded stenographically the proceedings herein
7 at the time and place noted in the heading hereof,
8 and that the foregoing transcript is true and
9 accurate to the best of my knowledge, skill and
10 ability.

11 IN WITNESS WHEREOF, I have hereunto set
12 my hand.

13

14

15 ROBERTA-ANNE SCHMITT

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25

A		
abide 68:24 124:16 ability 7:11 129:10 able 7:18 8:2 20:15 21:8 84:17 above-entitled 125:15 absolutely 90:1 accepted 43:7,13,16 accesses 109:24 account 82:19 100:4 accurate 127:9 129:9 acknowledged 80:1,6,7 acronyms 53:6 action 67:10 104:8 108:22 113:23 116:22 123:23 actions 77:19 86:2 120:21,23 activities 46:5 124:11 activity 58:18 actual 17:18 additional 43:25 47:15 62:3 91:24 address 102:10 109:22 admirable 123:13 advance 41:17 42:2 117:8,12 118:14 119:4,14 AEP 25:13 Aero 25:12 affect 7:11 67:14 affirmed 6:11 afternoon 103:4 aggravating 93:16 ago 45:3 83:18 87:7,7,7,17 90:24 92:16 94:7 110:18 111:18 113:12 agree 47:22,24 agreed 5:2,8,13 126:10 agreement 10:23 12:7 13:15 13:24,25 15:1 16:2,6,15 17:6,12,20 18:5 20:4,8,10 20:17 21:1,3,10,13 22:25 27:17 34:6,10 35:6,7,9 46:7 46:8 49:25 55:5,12,18 91:15 111:2,3 124:13 agreements 11:2 13:16,19 14:2 15:3 18:1 19:11,16 ahead 60:3 air 12:18,20,21 alcohol 7:14	allegation 71:23 72:2,10,12 allegations 71:6 72:22 76:16 77:3 allocated 28:11 allow 8:6,8 altercation 124:2 amend 28:20 43:24 51:13 115:5 amended 27:9,20 28:18 30:3 30:10 31:6 40:10 43:23 44:1 44:10 45:4 46:20 47:10,12 47:13 49:8 51:10 amending 27:11 28:23 amendment 27:6,9,14 28:5 28:15 49:13,15 amendments 48:12,13,18 amends 27:22 amount 14:22,25 15:16 16:13 17:4 44:7,25 48:3 60:19 112:1 amounts 14:25 annual 26:12,15 59:22 60:12 60:14 annually 59:9 answer 8:7,9,15 16:24 17:7 18:24 20:19,23 29:16 31:7 57:6 58:15 59:15 79:21 81:4 82:3 83:15 88:4 114:14,16 answered 81:4 answers 8:1 anticipating 41:14 anybody 9:7 60:4 86:11 94:19 apologize 116:12 apparent 92:1,21 appeared 127:4 appearing 2:4 6:2 appended 97:11 101:6 application 41:8 appreciate 18:22 56:19 appropriate 96:1 approximate 19:6 27:2 approximately 19:2 23:19,20 24:1,2 26:22 38:13 47:12 49:11 51:17 75:6,9 103:7 area 66:20 areas 13:12 arises 36:12	arrangement 40:2 aside 100:23 asked 24:4 59:1 76:11 78:8 81:3 89:9 100:2 asking 6:20 8:9 32:11 69:20 69:23 105:13 assign 52:22 assigned 54:10 61:2 assignment 101:20,24 associated 10:14,22 13:10 22:22 64:23 65:1 association 9:12 Attached 4:7 attitude 123:13 attorney 7:22 8:17,22,22 9:1 attorneys 3:4,12 5:3 August 45:24 88:7 authority 64:9,13,16,21 113:7 Avenue 3:13 average 19:14 24:6 avoid 98:4 aware 35:10 39:18,19 40:1 41:19,25 42:3 48:21 65:18 66:11,14 67:16 85:5 99:12 108:4,8 117:7,12,16 118:5 118:14 123:7,14,19 A-E-R-O 25:13 a.m 1:15,15 2:7 30:22,23 51:6 51:7 79:9,10 125:5,6,16
		B
		back 15:13 16:23 17:1 20:19 20:21 30:25 31:2 38:14 49:10 56:22,25 65:6 71:1 76:21,23 79:12,14 84:14 87:6,7 92:3 93:5 94:5 104:18 109:11 110:17 115:2 116:20 badge 102:13,14,15 109:25 balance 42:24 43:2 ballpark 19:13 base 73:8 based 10:3,7 16:10,10,12 25:11 27:13 72:3 104:10 108:25 basically 9:4 12:4 13:22 14:2 14:20 15:1 20:12 21:5 22:24

27:13 29:5 50:15 53:17 58:5 61:23 65:25 66:10 68:8 72:18 76:11 78:7 82:16,22 84:20 85:14 87:12 88:10 89:15 99:17,20 102:1 106:8 107:11 108:19 109:17 114:25 basing 74:11,13 basis 35:23 39:24 60:13,13,14 71:16 88:17 95:18 105:15 Bates 4:9,13 97:9 101:4 beginning 108:20 behalf 2:4 6:2 22:10 behave 95:23 belief 107:13 believe 22:1,2 23:19 24:4,6 47:11 49:21 55:16 67:10 71:19 72:2 84:5,9 94:23 95:12,21 98:11 100:1 104:7 106:4 believed 71:15 BERTOLOTTI 3:11 best 8:8 29:16 129:9 better 90:6 bid 28:1,3 32:21 42:7,9 43:5,6 43:12,16 44:16 48:1 50:7 bids 52:4 billing 110:15,18 112:10,11 birthday 46:1 bit 14:5 57:13 blanket 15:3 blue 102:14 board 36:15 92:5 boiling 121:22 BOP 42:18,21,23 bottom 63:4 94:14 111:3 116:1 117:2 124:17 box 42:16 break 8:16 30:21 79:7 124:25 breaks 8:13 broke 51:10 brother 65:11,12 86:12,14 brother's 65:16 budget 14:23 17:24,25 26:5 26:12,14,15,17,23 27:4,12 27:19,22 28:11,18,20,23 29:5,8,12,21 30:2,9 31:5 36:17 44:3,11,13,15,20,24	45:4,7 46:4,23,25 47:2,6,7 47:25 48:2 50:7,10,12 55:6 55:20,22 59:8,22 60:9,10,12 84:25 85:2,3 109:8,9,17 114:11 business 10:7 11:25 12:3,14 12:23 13:1,12 16:14 17:4 23:1 24:7 29:6,8,9 52:5 60:18 73:11 85:14 103:2 109:16 116:1 124:18,21 business-wise 52:3 93:21,22 <hr/> C <hr/> C 3:1 calendar 107:25 call 71:21 73:21,21,22,23,24 75:3,13,15,18,22 76:2,8,14 77:1,14 79:1,17 82:23 85:17 98:20,22 103:9,20 104:22 105:1 106:20,22 107:17 called 6:9 41:12,13 66:15,21 67:24 75:7 76:9 79:4,21 91:6 103:10,23 105:10 106:20 calls 73:9 89:3 91:7 capacities 1:9 care 57:21 99:16 109:24 117:3 cargo 12:21 CARROLL 3:11 case 1:5 116:18 cautioned 6:10 CCS 42:16 CDS 23:12 25:6,8,9,23 26:24 cent 11:23 13:6,8 112:1,3 113:15 certain 13:13 16:13 17:4 48:10 49:23 123:15,16 CERTIFICATE 127:1 certification 5:5 129:1 certified 129:4 certify 129:5 change 128:3,5,5,7,8,10,10 128:12,13,15,15,17,18,20 changed 25:16,21 changes 21:25 charge 35:20 120:22 chat 68:7,10	check 18:17 chose 123:22 124:4 circumstances 28:21 29:3 36:17 City 10:4 CIV 1:5 claims 6:19 clarification 33:17 clarify 15:23 17:10 88:13 118:11 clarifying 18:22 clear 31:20 36:19 44:6,9 83:11 89:19 92:15 116:15 clearly 53:23 94:9 clerical 12:5 34:18,18 clients 49:22 close 110:5 117:5 118:17,18 closed 118:25 code 69:11,16 120:19 121:9 122:5,13,14,18 123:21 coincidentally 46:2 collects 109:13 come 50:1 52:19 comfortable 63:2 comma 102:12 commencing 2:6 comment 73:4 commercial 58:10 common 52:19 communicate 46:17,23 51:11 communication 39:14 communications 86:14 companies 11:17,24 12:1 53:22 56:7 57:10 company 1:6 2:5 9:13,17 10:3 10:6,14 12:11,15 14:1 27:21 39:22,23 40:3 57:23 58:4,6 65:9,9,10 69:18 91:13 102:3 102:10,11,19 110:24 123:9 compensated 59:24 63:9 compensation 15:24 63:6 complete 32:24 33:5 37:23 44:18 47:15,16 52:15 completed 28:10 34:21 36:22 38:1 40:6,8 49:23 52:18 61:17 completely 7:19 8:9 96:10 117:4 118:24
---	---	--

completing 15:20 completion 28:19,22 32:19 33:2 34:13 48:20 49:9,16 complied 97:22 101:15 comply 12:6 15:6 35:3,20,24 45:14,18 50:14 61:24 88:17 complying 37:20 computer 62:6,13 concern 68:2 72:20,24 73:5 86:4 93:14 concerned 67:13,18,22 71:4 72:6,12 85:22 86:1 95:6 100:11,14,18 concluded 125:16 conduct 69:12,16 120:19 121:10 122:13,15,18 123:21 124:18 conducting 69:5 124:21 conducts 57:17 conference 68:7 73:23 75:15 75:18,21 76:2,14,25 77:14 81:15 82:15,23 85:17 89:3 91:7 98:20,22 106:20,22 confirmation 100:9 confusion 98:4 consequences 124:21 consider 74:25 90:10 96:4 consideration 15:19 considered 96:12 considering 87:9 consisting 4:10,14 97:9 101:4 constantly 57:24 constitutes 127:9 constrain 29:6 constraint 29:8 consultation 86:10 consumed 7:14 contact 21:23 41:10 82:11 113:14 contemplate 61:4,10 content 58:20 contents 54:17,19 55:1 83:25 115:11 context 58:23 59:5 contingent 101:20,23 102:1,8 102:18 109:12,14 111:6 continue 84:17 85:6 87:18,19 88:1	continued 92:22 113:8,19 114:1 contracted 110:10 contractor 112:14 contrary 90:2 Control 25:14 controlled 7:10 convenient 51:1 conversation 38:22 78:6,14 105:12 107:5,13,21 108:5 109:1,3 conversations 9:6 94:19 corporation 10:9,10 correct 11:10 13:4 17:11 18:23 21:15,18 28:11 34:24 35:19 36:24 38:2 43:18 46:18 48:13,17 54:8 56:2 57:5 59:6 62:16 66:17 69:22 74:3 85:25 93:13 113:5 cost 90:18,21 91:20 counsel 3:22 126:10 counsel's 97:22 101:15 COUNTY/CITY 127:3 couple 33:12 107:7 course 20:13 21:5 29:10 30:4 30:10 31:6 45:25 48:2,2,4 52:2 81:21 84:8 91:15 107:2 117:14 121:3 122:15 court 1:1 2:8 5:18 6:5,11 7:1 8:1 129:3 cover 48:3,14 60:19 co-worker 66:5 criminal 7:3 124:10 crying 104:2 current 18:7 customer 23:12 25:5,6,10 45:15,18 48:9,21 54:4,7 68:21 69:3 85:20 117:1 121:15 customers 53:16 73:7 100:17 CV 41:11 CWD 109:12,19 cycles 30:1	database 38:17 61:24,25 62:5 102:1 109:12 111:7 date 18:15 33:2 45:25 48:10 48:14,15 49:9,16,23 81:25 84:19,20 104:19 116:4 118:20 126:3 127:7 128:21 dates 45:19 Dave 22:1 DAVID 3:10 day 40:22,22 60:23 66:13 73:19 74:1 75:20 78:4 81:21 85:16 103:8,14 107:7 127:4 127:18 days 42:11 48:3 73:17 75:4,9 107:7,23 day-to-day 63:17 de 9:22 10:1 12:9 98:8,10 deal 19:22 dealing 94:14 100:16 121:3 Debert@ingramllp.com 3:16 December 26:18 40:21 41:13 41:25 43:17 44:2 47:10 49:8 51:11 115:3 decide 90:15,23 91:3 decided 87:25 decision 27:19 31:14,21,25 83:5,7 84:2,14,16 86:7,9,23 94:8 95:3 104:10 114:11 115:8 116:2,9,23 117:23 118:3,6 119:5,7 decrease 29:12,14 decreased 29:2,2,4,21 DeCRISTOFARO 3:21 22:4 DEFENDANTs 2:4 6:2 Defendant(s) 1:10 3:12 define 14:21 37:18 defined 16:1 20:5,6,16,24,25 21:9 27:16 32:23,24 37:17 37:18 44:19,24 45:8,9 46:4 46:13 102:9 defines 14:3 20:10 21:3 definition 17:21 Delaware 10:6 deliver 45:23 delivered 45:22 department 22:14 23:7 24:17 24:22 120:11,12,14 departments 22:17,21 23:5
--	---	--

D

D 4:1 5:1 82:6
dad 93:3
daily 35:23

24:10,12,15 depend 29:17 depends 20:2 28:12,14 29:15 33:6,8,8,12 42:5 112:5 Deponent 126:11 DEPONENT'S 127:1 deposition 1:12 2:3 6:1 8:24 108:16 126:1,6,12 127:6,10 128:2 describe 9:20 11:5,7 12:2,10 39:4 47:23 65:22 107:12 described 10:20 20:13 21:6 46:6 91:14 description 4:8 34:8,11,14,16 34:25 35:3,16,17 36:8 37:11 37:17,19 deserve 90:5 details 105:19 determination 84:10 determining 61:16 develop 73:17 87:2,12 developing 57:24 62:14 115:12 development 57:23 58:5,8,9 58:12 60:20 115:17 devoted 11:21 12:24 13:5 different 12:1 23:2 24:10 26:3,16 27:15 28:7,24 36:16 36:18 39:8,21 40:2 52:2 53:15 54:6 55:24 56:5,6 57:8,9 62:7,25 87:20,23 89:3,12,12,13,13 91:9,10,16 92:6 96:10 108:22 110:23 110:24 114:23 115:14 119:16,18 120:10 121:2 difficult 42:17 dig 73:12 digital 9:23 10:2 11:13 12:9 digitation 83:25 digitize 57:25 direct 63:16,21 110:7 111:19 112:13,23 115:21 direction 77:25 directly 32:21 42:12 44:5 45:17 46:5 53:19 58:6,10,19 58:21 63:9 73:5,6 100:17 102:18 112:22 116:16 121:4 121:13,14,19	disciplinary 122:10,23,25 discipline 64:21 95:19 96:1 98:13 120:23 121:8 123:22 disciplining 96:4 120:18 122:3 discriminated 71:16,24 72:7 72:11 76:17 77:4 104:14 discrimination 70:14,18 71:7 72:23 80:2,6,9,25 104:21 105:17 discuss 77:15,20 78:11 81:10 107:10 121:11,13,14,19 discussing 51:10 99:18 discussion 16:20 56:14 70:24 106:17 121:21 disgruntled 85:22 86:1 dispute 100:13 disrupt 106:6 dissatisfied 67:23 DISTRICT 1:1,2 document 98:7 101:17 124:6 documentation 11:15 23:12 25:6,10 26:1 43:3 58:3 85:13 110:4 documents 28:4 38:17 doing 10:7 17:22 23:1 35:22 42:19 52:2 53:19 54:5,21 58:4,8 60:18,21 68:18 69:10 85:17 96:2 110:6 115:16 117:1 dollar 14:25 15:16 dollars 60:6 duly 6:10 127:5 D-E 10:1	118:10 119:10 120:4 125:4 125:10 education 69:8 effect 5:17 93:15 effort 53:19 54:21 63:5 either 43:6 48:14 74:20 76:14 77:1 79:1,2,17,17 Electric 1:6 2:5 11:3 12:24 13:7,25 electronic 11:12 eliminate 109:18,20 111:8,17 eliminated 109:8 110:1 114:12 117:9,13 eliminates 109:9 111:22 eliminating 109:21 114:7,10 117:17,19 Email 4:9 97:8 employ 102:18 114:1 employed 23:16 113:20 employee 33:13,18,23,24 34:6,23 35:10 36:20 37:1,12 37:14,19 63:20 64:19,21 65:20 66:7 95:22 96:1 102:14 111:19 124:3 employees 36:9,11 46:18,24 60:10 63:7,11,12,17,22 64:10,13,17 65:13 69:12,17 70:4,6,7 73:6 85:23 86:1 88:15 98:13,14 100:3,15 102:7,12 110:8 116:17,25 120:18 121:6,7,23 122:3,10 122:12 123:5,10,12,21 124:1,8,16 employee's 34:2 employment 3:22 34:5 37:6,9 37:15,25 86:8 96:14 113:9 ended 96:15 117:24 ends 39:6 Energy 25:12,13 engage 45:20 engaged 23:22,23 engineer 34:19,19 ensure 124:15 ensuring 124:10 entail 78:1 entailed 24:24 25:2 entered 18:10 40:12,17 50:18 entire 93:23
--	--	---

E

entirely 39:14 entitled 45:25 122:17 123:23 124:3 entity 9:23 entrepreneur 92:9 ERRATA 128:2 ESQ 3:2,10,21 essentially 78:9 estimate 39:1 estimated 33:2 37:2,13 ethnicity 104:10 evaluated 88:11 evaluating 32:7 evaluations 88:15 evening 105:9 event 104:17 evidence 90:1 exact 81:25 exactly 14:22 16:16 17:8 29:10 50:5 73:14 87:20 93:9 103:12 107:1,9 108:3,18 109:10 113:22 examination 4:4 5:14 6:15 125:14 examined 6:14 example 36:7 45:21 50:9 114:2 116:15 exchange 15:20 executing 28:8 exhibit 4:9,13 82:6 97:7,8,11 101:1,2,3,6 exhibited 72:22 95:13 EXHIBITS 4:5 existing 28:5 expect 48:22 49:22 expectation 49:24 50:2 expected 32:18 34:12,21 37:14 39:2 43:21 45:12 48:14 49:9,16 51:18,24 52:20 expects 48:9 experience 60:22 expiration 14:16 39:5 expire 18:8 expired 51:25 52:12 explain 56:5 57:8,16 68:12 98:8 111:13 explained 57:13 76:6 83:17	94:6 explanation 48:25 118:4 express 12:16,17 66:24 expressed 17:25 extended 51:15,18 52:7,10 extension 46:23 extensions 48:14 extent 37:2 E-A-R-N-E-S 22:2 e-mail 4:13 40:25 41:7 76:12 81:14,17 82:8,12,15,17 85:16 97:16,25 98:2,18 99:3 99:9,16,19 100:5 101:3,10 102:9 103:3,16,17 106:21 109:11,19,22 116:6 118:19 e-mails 9:2 73:10 81:20 99:11 100:2,4 111:6 122:7 E-printing 10:13 E-S 22:5	finish 8:6,9 41:2 58:15 115:5 115:6 116:14 finished 83:21 fire 64:17 96:6 fired 96:8 firing 96:6 firm 3:3 9:1 first 6:10,24 10:19 21:12 25:3 25:5 26:19 40:22 41:9 50:11 77:18 88:7 91:12 94:4 98:5 98:22 106:18 107:23 121:13 fiscal 110:13 fit 62:22 91:15 115:24 five 30:19 51:1 54:22 63:11 75:9 103:15 FI 3:5 flag 121:11 flying 99:8 focus 25:22 47:9 49:2,6 120:25 followed 82:15,19 following 16:25 20:20 31:1 56:24 68:13 76:22 79:13 103:3 follows 6:14 follow-up 125:9 force 5:16 foregoing 127:6 129:8 forgive 98:3 form 5:10 121:8 122:4 126:8 formal 69:11,16,25 70:13,16 88:14 forth 20:3 30:3 32:5 35:14,19 49:24 50:3 55:2,21 found 54:23 founder 9:15 four 19:11 23:2,5 24:6,16,17 24:19,23,24 25:2 63:11 105:2 frame 32:18 34:12,15 37:2,13 37:22 48:6,9,19 50:4,6 frameworks 87:4,10 Frankly 71:18 free 18:24 116:22 fulfill 12:7 13:13 14:4 15:4,5 16:4 20:16 21:9 27:15 31:16 31:19 32:1 35:4 36:13 53:25 83:20 110:25 115:1
---	--	---

F

fulfilling 42:15,20 45:16
fund 116:2
funded 58:6,7,21 59:5 87:15
 92:20 113:5
funding 59:9 84:2 85:3
 113:16
funds 57:14
further 5:8,13 48:25 125:8
future 36:23 37:25 42:3
 100:12

G

G 3:10
GAINEN 3:11
game 114:23
Garcia 1:7,13 2:3 4:3 6:2,8
 6:17 64:23 65:11,12 98:3
 101:9 125:15 126:2 127:5
 127:13 128:22
gas 54:19 55:1
GCS 25:14
GE 3:20 6:20 10:22 11:18,21
 13:11 14:14 15:19 16:1,5,14
 17:4,13,19 18:8 19:21,22
 21:18,20 22:15 23:4 25:18
 27:21,22,24 29:9 31:10 33:1
 33:14,19 38:17 44:21 45:14
 45:18 50:8 53:9,15,22 54:4
 57:14,17 58:3,7,11,22 59:3
 59:10,25 63:6,10,13 64:8,16
 65:19 66:7 67:15,20 68:14
 68:25 69:2 73:22 81:11 85:3
 85:4 87:15 91:9,21 92:20
 100:16 101:20,25 102:2,7
 102:12,12,14,18 104:15,16
 105:14 106:7 107:13 109:7
 109:9,13 110:7 111:5,10,14
 111:17,22,24 112:14,23
 113:5,7,13,23 114:6,9
 116:16 122:12,20,22 123:14
 123:22 124:2,3,8
GEGID20562 4:14 101:4
GEGID20732 4:10 97:9
general 1:6 2:5 11:3 12:24
 13:7,25 17:13 33:6 35:18
 41:12 54:11,12,13 65:17
 68:19 91:13
generation 29:25

George 3:2 6:18 89:24
George@ottingerlaw.com
 3:8
gestures 8:3
getting 63:5 73:12 91:23
 112:2,4 120:23
GE's 114:11 122:13 123:21
GID 1:7 6:19 9:10 10:5,5,8,25
 11:1,2 12:3,4,10,14,16,17
 13:3,3,12,18 33:13,18,23
 34:22 35:10 37:9,15 38:10
 38:13 46:17 62:23 63:8,20
 64:8,12,20,21,24 65:8,8,13
 69:16 70:5,13,17 85:7 88:14
 98:13,13 99:20 100:3
 110:20,24 112:12,17,20,23
 113:20 120:11,13,15 121:6
 121:7,24 122:12
GID's 12:23 13:1 67:14,19
 106:6 120:19 121:9
give 7:25 8:7 39:1 83:15
 105:18,25
given 37:14 42:14 88:18
 102:10 112:6
giving 60:2 116:17 118:21
glass 30:17
global 1:7 6:20 9:10 10:5,6,8
 10:25 11:1,2 12:3,4,11 13:3
 13:18 20:6,24 21:21,22 22:9
 25:14 34:22 37:16 38:13
 62:23 63:8 64:12 65:8,8
 99:20 110:20 112:12,17,20
go 7:24 15:13 16:17 20:9 21:2
 32:6 56:12,16 60:3 65:6
 68:19 70:20 71:1 74:8,22
 88:2 121:17,19
going 6:20 9:25 14:23 17:22
 28:7 29:19,20 36:4,6 42:14
 45:17 46:10 50:13 53:17,24
 54:5 56:3 57:7 59:17,19
 60:4 78:5 82:22 83:4 84:22
 87:18 88:4 91:3,23 92:3
 97:17 99:13 109:11 116:20
 117:19
good 19:4 61:20,21 62:22
 89:24 98:23 114:2
grab 68:6
great 125:10

green 102:15
ground 46:10
GRUPO 9:17,20,22,22 10:13
 10:16,19 11:1,6,8,9,17,25
 12:8,9,11,15 13:11,17 14:1
 14:13 15:20,24 17:13,18
 18:8 21:15 22:11,13,21
 23:24 25:23 27:23 29:14
 33:13,15 57:14,14,16 58:6
 58:21 59:2,5,8 62:23 64:8
 65:1,15 69:11,13 70:2 84:1
 99:11 102:17 110:20,24
 112:13,18,19 120:12 121:9
GRUPOs 10:17
GRUPO's 11:20 59:22
 120:13,18
guarantee 36:23 37:25
guaranteed 16:13 17:3
guideline 68:13
guidelines 68:25
Guillermo 64:23 65:11 98:5
 98:12 99:10,15,22

H

half 26:25 40:9 42:4,12 43:22
 43:24,25 44:5,17 51:19 62:3
 83:18 115:18
hand 129:12
handle 29:11 58:3 85:11,12
 110:3
handling 36:18 85:20 120:16
 123:11
happ 92:12
happen 39:5 51:25 67:3 73:2
 78:17 90:9 91:1,4 99:13
 115:25 116:19
happened 66:3,4,10,12 73:2
 75:24 76:7 78:6,11 96:7
 98:10 100:4,10,11 104:17
 104:18 107:10 121:12
happening 99:14 120:21
happens 116:3
hardware 109:23
head 8:3
heading 129:7
hear 73:2
Hechos 98:8,10
held 1:14 2:4 16:21 30:22

51:6 56:15 70:25 79:9 125:5 help 9:25 83:24 helpful 49:5 hereinbefore 6:9 hereof 126:4 127:8 129:7 hereto 5:4 hereunto 129:11 Hexemer 1:3 6:18 9:3 23:8,16 38:12,21 40:6,15,21 41:6 43:15 51:12 52:22 54:9 58:24 61:2,22,23 62:9,17 65:19 66:9 67:22 68:6 71:6 71:15,23 72:6,10 73:14,21 73:25 74:21 75:3 76:16 77:3 77:16,23 78:3,20 80:1,5,12 80:12,19,23 82:24 83:1,4,7 83:22 84:18 85:4,7 86:18 87:15 88:20 89:11 92:17 95:4 96:5 103:4 107:12 109:2 113:2,17 114:1,5 115:9 117:6,11 118:5,13 119:4,11,13 Hexemer's 86:8 101:19 113:8 high 19:12 62:15 Hill 66:7,9 80:13,21 hire 33:15,19,24 36:9,10,13 64:10,13 110:14,15 114:25 hired 35:10,11 36:20,21 37:12 38:13,16,21,23 40:6 40:15,16 61:24 110:10 hires 33:13,18,23 hiring 34:9 his/her 127:6 Hmmm 105:5 Hold 18:14 holding 47:25 home 74:22 honest 71:19 honestly 39:13 81:24 118:9 Hopefully 78:25 79:16 hour 65:6,7 83:18 hours 7:15 110:18 house 74:9 HR 120:11,12,13,16 human 94:15 hundred 13:6 81:20 111:23 112:5 hung 105:3,4,6	Hunt 66:5 hypothetical 123:25 <hr/> I <hr/> idea 46:14 91:19 identification 97:11 101:6 ill 93:4 IM 53:1,2,3,8,10,12,13,24 54:14 58:19 61:3 83:23 84:13 88:10 89:4,9 92:4 115:10,19 immediately 43:7 103:13 impact 58:10 important 7:25 16:3 31:17,19 81:22 impose 121:9 imposed 123:16 impossible 99:9 112:16 impression 91:22 inception 88:24 incident 65:18,23 66:22 67:8 67:14,19 71:5,14 73:16,18 74:22 75:7,10 76:9,12 81:1 81:10,10 94:16 95:2,10,13 99:23 include 15:15 45:12 48:8,18 included 49:12 including 123:17 increase 46:21,22,25 47:2,19 increased 28:25 44:4,7 45:5 indefinite 61:6,7 individual 1:8 inference 95:7 inform 67:8 71:14 76:15 77:2 85:8 89:8 information 11:11 41:12 53:4 53:10,13 54:14 55:9 57:20 74:13 78:9,10 85:11 92:4 99:24,25 115:10 informed 71:5,13 73:16 88:20 informing 103:19 infrastructure 53:14 57:21 101:21 INGRAM 3:11 inherently 48:8 initial 40:5 62:2 70:11 73:9,9 91:19 98:2 109:1	initially 50:18 initials 15:9 initiates 19:19 initiative 58:20 62:10 106:25 input 31:10 113:8,19,25 inputs 75:23 insofar 48:9 113:9,16 instance 46:21 47:18 99:21 113:13 instruct 71:22 Integracion 9:22 12:9 14:1 102:17 integrity 69:6 intellectual 85:12,19 86:3 110:3 intended 35:22 94:4 97:2 intention 93:19 interaction 110:23 intermediary 102:20 interrupt 27:10 36:2 47:4 90:17 116:13 intervening 75:13 investigate 73:17 investigating 99:23 invite 78:3 involved 23:8 39:8 63:16,21 98:12,17 116:16 117:24 Iran 93:5 issue 8:18 27:24,25 28:3,5,6 48:5 88:16 104:20 issued 12:8 13:20 14:7 18:3 18:18 19:3 41:24 43:7,8,17 47:9,25 50:6 I-N-T-E-G-R-A-C-I-O-N 10:2 <hr/> J <hr/> J 4:13 101:2,3 Jacob 100:2 Jake 64:5,6 66:5,15 68:6,9 74:7 75:17 78:2 79:4,21,25 80:4,11,14,19,23 106:19 January 26:19 38:14 40:16 40:22 41:15,25 43:18 51:23 115:2 Jared 23:14 106:21 job 86:22,24 89:25 Joel 66:5
---	---	---

joke 66:4,8 72:16,17 106:17
106:17
JOSE 1:7,13 2:3 4:3 6:1,8
125:15 126:2 127:5,13
128:22
July 18:9,11,18,19 19:1,1
23:19,20 24:2,2 45:23 46:1
88:6 89:20 91:5,5 92:1,2,21
117:17
June 1:14 2:7 6:4 40:8 49:10
49:11,16 52:12,16,18 54:9
83:8,9,12,18 84:15,19 85:5
86:7,18,23 87:16 88:6,25
94:5 115:6 116:21 117:24
118:17,25

K

keep 85:3 86:24 89:10,21
92:5,10,22 115:8
kept 81:23 92:16 93:14
kind 13:24 108:23
knew 96:13 106:19 118:16
know 14:22 16:3 22:8 29:7,10
31:17 36:8 37:24 39:25 40:4
49:4 50:12,16,17,20,21 56:8
56:23 60:19 65:22,25 66:3
79:3,19 87:20 89:17,18,20
90:22 93:2,4,8 96:16,22,23
97:2,16,21 102:22 103:1
107:1 108:7,17 111:16
119:4,14,21 120:20 123:18
124:5,20
knowledge 78:16 129:9
known 9:17
knows 37:19 52:1 62:6

L

L 3:21 5:1,1
LABOR 3:22
lack 72:21 95:14,15
languages 62:15 87:3,3,10
lasting 61:5
law 9:1
lawsuit 7:7 105:14,16,19
106:4,25 107:3
lawyer 9:1
lead 64:7 121:17,18
learned 74:14,15 88:8,8
93:10

left 74:10,16,24 75:1
LEK/CFH 1:5
length 46:14
letter 116:7
letting 120:20
let's 11:6 21:12 25:22 30:18
30:20 49:2 56:16 59:18 65:6
90:20 106:16 107:19 121:21
level 87:9
liaison 64:7
likes 73:1
likewise 8:8
line 35:7 63:4 94:14 101:18
111:3 116:1 117:2 124:17
128:3,5,8,10,13,15,18
listen 77:18 108:10
little 14:5 57:13
live 66:18 123:11
living 93:5
LLC 1:7 9:10 10:6
LLP 3:11
located 2:5
logical 96:18
long 8:14 14:11,13 30:1 33:4
39:2 50:20 51:18 75:6 105:1
107:21
longer 43:21 80:13,20 84:17
look 35:2 39:7 84:17 87:18,19
88:1 89:25 97:15 101:10
looking 36:4,6 52:3 82:23
84:6,8 86:19,24 90:7,24
91:9 115:22
loop 81:23
lot 53:5 91:8 99:7
low 19:12
lunch 78:4,22 79:5,22

M

mad 104:2
maintain 70:13 85:6
maintained 14:11,13 94:1
maintaining 124:9
maintenance 11:15 26:3
42:18 58:2
making 27:18 76:16 77:3
manage 38:17
management 11:12 50:9 53:4
53:10,13 54:14 55:10 57:20

85:11 92:4 115:10
manager 19:23,24 22:9 23:4
23:4,10,13,15 62:9 67:9
73:22 81:11 89:4,10 92:4,5
99:10 115:18 120:15,17
123:10
managers 65:17,17 91:9
manner 95:24
manual 42:18,19,22 45:21,22
manuals 11:16 26:3,4 45:23
54:20 55:1 58:2
manufacturing 36:7 69:4
mark 97:6
marked 4:5 97:10 101:5
master 10:23 12:6 13:15,23
16:14 17:5,12 18:4 20:4,7
20:17 21:1,10,13 22:24
27:16 35:8 46:8 55:5,12,17
91:14 111:3 124:12
matter 52:17 82:1 91:8 98:2
120:10 125:16 126:3 127:7
mean 11:9,22 14:25 15:10,22
16:16 17:7,21 27:8,10 28:13
29:9,18,22 33:8 34:22 37:10
38:6 39:7 42:6,12 43:2
48:23 49:3 52:3 56:6 57:9
61:19 62:2,13 68:12,15 69:2
69:5,9,10,18 70:1,16 72:5
72:15,17 74:6,7 80:7 81:22
81:25 82:18 83:20 84:2 85:2
86:21 89:2 90:19 91:5 92:3
94:14 101:23 103:21 106:1
111:21 113:11,21,21 114:22
117:20 118:19 119:7 120:3
121:5 122:5,25
meaning 13:17 58:11 62:6
73:3 102:2
means 13:3 15:7 43:9 53:10
54:16 98:10 109:10,21
110:2 112:4
meant 17:23
mediation 108:9
medication 7:9
meet 77:23 107:22
meeting 70:11 78:1,16,19
80:5
meetings 91:6
memorialized 39:15

memorializes 124:7 memory 108:25 merely 112:16 merit 72:3,5 106:5 met 6:17 78:24 107:16 108:21 metrics 88:16 Mexican 9:23 10:3,9 65:9,10 Mexico 10:3 11:9 12:8 31:23 53:1,19,24 54:24 58:7,19 61:4 66:16,18 83:23 99:15 105:10 110:21 112:13 115:12,16,19 mid 115:6 million 26:24 60:5 mindset 94:12 minute 124:25 minutes 30:19 51:2 103:16 105:2 mishandled 108:23 moment 45:3 56:13 70:23 87:17 90:24 92:16 97:14 100:23 111:18 113:12 moments 94:7 money 44:25 money-wise 49:14 116:1 month 33:11 42:4,4,11,11 61:8,14 115:18 monthly 88:17 months 43:21 45:4 47:13,14 47:15 48:3 61:9,14 89:23 92:24 113:3 motivate 121:12 motivates 86:4 motivation 94:13 move 107:19 115:9 moved 29:23 83:22 90:14 moving 42:16 90:10 MSA 13:10,14,20,22,23 14:6 14:17,24 15:8,13,15 18:7,25 20:7,25 22:13,19,24 23:18 26:10 55:3,4 56:1 57:3,18 59:10,24 91:14 124:12,14 124:20	named 6:10 names 25:17 111:6,11 national 104:11 nationality 71:17 need 9:25 29:13 31:16,20 32:10 36:3 44:17 45:14,18 48:23,25 49:3 54:3 55:11 56:3,5 57:6,7 59:14 67:7 68:12,16,19,22,24 69:5,6,7 77:18 87:4 92:10 94:7 97:20 99:17 109:18,18 111:25 112:18 113:14 116:5 121:16 121:17 122:14 124:17,18 needs 32:7 121:20 negative 100:19 negotiate 21:21 22:10 29:13 negotiated 19:16,17 21:14 negotiation 19:19 negotiator 73:3 never 30:13,14 31:8 43:23 54:6 96:12 new 1:2 2:1,6,9 3:6,14 6:6 10:7 25:11 27:24 28:6,16,17 44:16 52:4,4,4,22,25 57:24 62:19 86:20 115:22,23 127:19 129:5 Ninety-eight 13:8 nods 8:3 Non-GE 102:12,13 non-verbal 8:2 Nope 9:9,19 11:4 65:14 NORTHERN 1:2 notary 2:8 5:16 6:5,12 127:19 129:4 noted 33:16 129:7 NOTICE 6:3 noting 114:17 November 107:24 108:1,1 Nowadays 108:6 number 22:17 62:23,24 numbers 55:17 60:3 NY 3:6,14	objections 5:9 observe 122:14 observing 68:20 obvious 39:6 88:2 occurred 65:19 October 64:2 65:20 81:1 82:7 84:19 85:8 86:9 88:25 93:20 94:5,17,18 96:8 104:18 116:3 118:20,21 121:1 122:2,9 offense 7:4 offer 113:25 office 69:4 78:5 99:16 official 85:16,17 Oh 11:22 84:14 107:23 okay 8:4,11,19 10:16 13:9 18:16 19:5 25:20,22 27:1 44:14 51:5 56:21 65:18 82:7 83:13 99:5 103:3 112:15 114:18 116:21 119:25 120:9 123:7 old 46:10 once 12:9,25 23:25 24:16,25 25:9 27:17 29:15 32:2,9,11 35:5,16 42:5 47:5 48:16,23 63:4 65:6 67:4 68:22 71:8 72:8 80:3,15 89:11 91:18 92:3 94:6 110:17 112:9 117:10,22 118:19 one-way 96:24 ongoing 52:5 90:18 91:19 open 15:4 58:11 73:1,4,7 115:2 operate 39:23 operation 11:15 26:2 42:18 58:1 operations 57:25 opinion 66:24 95:16 opportunity 73:24 81:9 108:10 opposed 104:6 options 39:7 oral 6:1 7:25 order 11:14 12:6 14:22 15:4 15:11 26:2,18 28:5,6,16 32:6,23 35:4,23 36:13 38:19 38:20 40:10,12,17,19 41:15 41:18,24 42:3 49:13 50:14
<hr/> <p style="text-align: center;">N</p> <hr/> N 3:1 4:1 5:1 name 6:17 10:11 25:16,17,19 25:21 98:5	<hr/> <p style="text-align: center;">O</p> <hr/> O 5:1 oath 6:22 objection 81:2 102:21 114:13 114:17	

53:25 55:15 57:24 68:14 77:18 83:19,23 87:2,11 88:9 88:17 89:6 91:16 92:12,18 94:8 102:3 105:13 109:19 110:25 115:5 121:13 124:9 orders 18:2 116:17 118:22 organization 26:21 orientation 70:10 origin 104:11 original 43:9 OTTINGER 3:3 outline 32:18 34:12,15,17,20 35:15,21 44:11,11 124:12 outlined 17:19 22:18 30:9 31:5,11 34:2,5,7 35:4 45:10 55:11 102:4 outlines 17:12 124:20 outlining 32:22 outset 37:5,8,15 46:9,12 50:16,22 122:22 outside 57:18 59:4 out-scope 29:19 out-scoped 29:20,22 overall 14:20 15:6 20:14 21:7 34:10 37:21 44:18 45:19 68:13 69:9 88:18 89:14 102:22 110:22 112:1 overpaid 90:21 owned 65:9,10 owner 9:14 10:4,8,15	pay 44:20 paying 63:5 110:9 113:9 117:4 pending 8:16 people 33:15 35:2 36:13,15 53:1,2,8,10,11,12 58:19 61:3 63:15 85:14 99:12 102:2,3 110:12,13,14,14,19 110:20 111:4,11 112:11 121:4,5,12 people's 90:5 percentage 11:20 12:23 13:2 perform 22:3,14,18 88:14,16 performance 88:11,14,21 performing 17:19 performs 59:23 period 18:13 23:18 44:8,11 45:6 46:21 47:20 61:5 62:18 75:13 78:11 88:21 93:21,23 120:25 periods 45:13 person 34:8 35:20,22 36:25 73:1 89:24 112:4 120:22 personal 94:12 personally 38:5,6 127:4 personnel 12:5,5 persons 112:5 116:23 phone 40:25 41:7 78:21 103:23 104:1 105:3 phrase 101:14 physical 124:2 place 10:24 75:19 123:15,20 126:4 127:8 129:7 Plains 10:8 Plaintiff's 4:8 82:6 97:7,8 101:1,3 Plaintiff(s) 1:4 3:4 plan 73:17,20 plant 42:24 43:2 91:20 102:6 playing 117:20 please 12:25 30:18 47:23 58:15 65:5 71:8 76:21 97:6 112:6 PO 15:9 28:6 43:6,7,17,22,24 44:10,19 45:4,7 46:13,20 47:9,19,24,24 49:6,18 50:6 50:10,17 51:9,13 55:13,13 55:15 56:1 57:4,18 58:11	59:4 115:4 point 88:1 98:23 policies 69:1 70:13,17 policy 69:21,24,25 70:2 poor 41:21 poorly-worded 59:12 portion 17:1 20:21 31:2 53:18 56:25 76:23 79:14 POs 12:8 15:3,4 18:1 48:18 position 34:7,11,14,16,25 35:3,16,17 36:8 37:17,19 38:15 62:19 85:7 86:20 89:17 90:25 92:22 93:14 94:10 101:19 109:8,10,18 109:20,21 111:18,22 113:4 114:10,12 116:6 117:8,13 117:18,20 118:17,18 positions 111:8,23 112:8 positive 100:20 possibility 41:19 67:18 possible 36:15 84:12 95:6 potentially 7:3 power 3:20 22:23,25 23:1,9 23:10,13,23 24:8,9 29:24,24 43:4 102:13 prefer 82:2 preparation 108:16,17 prepare 8:24 present 3:19 98:19 122:23 pressure 122:18 pretty 71:19 78:23 81:17 108:23 previous 18:13,20,25 28:10 32:15 71:11 119:20 previously 111:1 primary 72:20 printing 11:13 prior 28:18 81:18 82:12 113:4 121:1 122:2,8 privilege 8:18 probably 11:22 19:10,10 26:24 42:4 54:22 62:22 77:9 83:18 84:23 88:3 103:15 105:2 107:17 108:1 110:17 114:22 115:23 120:1,1,3 probationary 62:18 problem 74:25 problems 93:3,11,16,17
--	--	---

P

p 3:1,1,7,15 5:1
page 4:8,11,15 97:10 101:5
126:4 127:8 128:3,5,8,10,13
128:15,18
PAGE(S) 4:4
paid 59:2,10 78:22,22
Pardon 37:7 85:24 114:15
Park 3:13
part 13:22 31:19 34:9 38:16
53:18 55:7 73:11,11 89:3
106:10,14,16,23 116:20
particular 33:25 78:14
parties 5:4 126:11
party 7:6
pass 70:1 82:5
passing 99:24,25

<p>procedure 102:23 121:24 122:3,8</p> <p>procedures 123:19</p> <p>proceedings 129:6</p> <p>process 27:11,25 42:6,10 52:5 58:9,12 83:25 89:7 90:18 91:20 110:5 115:10</p> <p>processes 57:24</p> <p>produced 6:3</p> <p>production 29:25</p> <p>productive 47:8</p> <p>products 25:13,13 29:25</p> <p>professional 1:8 68:16,23 69:7 72:25 124:19,22</p> <p>professionalism 72:21 95:14 95:15</p> <p>programmer 87:9</p> <p>programming 87:3</p> <p>programs 62:7</p> <p>project 16:9,10,12 20:11 21:5 26:6 27:15 28:3,7,10,17 29:18 30:13 31:8,15 32:20 33:14,19 36:14,21,22 37:3 37:11,13,18,22 38:1,16,24 39:2,5,6,8 40:5 42:9,13,14 43:5,11,15,20 44:3 45:20 46:12,15 47:7,20 48:10,20 49:10 50:17,22 51:14,25 52:7,10,12,15 53:9 54:13,15 54:25 55:6,21,25 57:2 62:4 62:5,25 83:19,21 84:6,8 87:14,21 88:19,24 89:22 90:8,21 91:17,24 111:5,10 111:11,23,25 113:15,17 115:1,3,5,15,21,23 117:23 118:18,24 121:22</p> <p>projects 31:11 36:16,18 52:4 53:21 57:15 109:15,16 116:24 117:5</p> <p>proper 95:18</p> <p>properly 88:5</p> <p>property 85:12,19 86:3 110:4 124:2</p> <p>proportional 32:21 42:13 44:5 46:5</p> <p>proportionately 45:5 46:22</p> <p>proposal 27:25 28:2,2 32:25 42:7,8 44:16 52:4</p>	<p>prospective 37:1</p> <p>protect 85:19</p> <p>protocol 7:24</p> <p>provide 12:13 13:9 15:19,25 26:1</p> <p>provided 36:25 37:1 70:4</p> <p>providing 12:12 54:11</p> <p>PSA 13:16 14:1 16:2 17:25 19:20 20:14 21:6 23:3,21 24:1 25:22 27:14 30:3,10 31:5,12 32:6 35:19 38:18 43:6 44:19 45:8,11 46:13,20 55:2 56:1 57:4,19 59:4 64:7 121:16,17,18</p> <p>PSAs 15:2 18:3 19:2,11 24:11 24:14 25:2</p> <p>public 2:8 5:16 6:5,12 127:19 129:4</p> <p>publishing 11:12,13</p> <p>punishable 7:3</p> <p>punishments 123:15</p> <p>purchase 13:16,19 14:2 15:3 15:11 16:2,6 18:1,2 19:11 19:15 20:10 21:2 28:6,16 32:6 35:5,6 38:19,20 40:10 40:12,17,18 41:14,18,24 42:3 46:7 49:13 55:14 111:2</p> <p>purpose 93:22 100:8 107:1</p> <p>pursuant 6:3 13:20 16:14 17:5 22:3,13 38:18 43:6 56:1 57:3 59:4,9,23</p> <p>push 116:4</p> <p>pushed 49:10</p> <p>put 11:14 26:2 28:2 42:7,8 43:5 50:8 58:1 62:17 77:19 83:19,23 100:2,3,23 105:14 107:3 122:17 123:20</p> <p>putting 32:22 42:17 45:20,21 89:14 106:9</p> <p>P.C 3:3</p>	<p>67:17 71:8,11 72:8 76:21,25 79:16 80:3,15,17 84:23 88:4 96:17 101:13 111:16 113:22 114:20 118:9 119:16,18</p> <p>questionnaire 8:25</p> <p>questions 6:21 8:16 96:20 97:18 98:21 120:9 125:8</p> <p>quick 7:24 101:10</p> <p>quite 30:1 81:21 88:5 102:9 102:15 110:5</p> <p>quoting 48:5,6 106:17</p>
R		
<p>R 3:1 5:1</p> <p>raise 95:22 121:11</p> <p>raising 71:6</p> <p>ran 74:1,5</p> <p>RD 57:22 115:16</p> <p>read 8:25 16:22 17:1 20:18 20:21 30:25 31:2 56:22,25 70:6,7,9 76:21,23 79:11,14 101:12 108:12,13,15 109:1 126:11</p> <p>Reading 98:7 101:17</p> <p>ready 97:21</p> <p>realize 87:13</p> <p>really 29:6 39:25 40:4 60:19 93:8 103:1</p> <p>reason 7:17 29:18 75:12 96:12 98:16 99:2,6,10 105:25 106:3 107:2 109:3,7 128:5,7,10,12,15,17,20</p> <p>reasons 75:14 122:10,23,25</p> <p>receive 32:5,13,17 41:8,19 48:22 73:4,9,10 81:20 115:22 118:19</p> <p>received 9:3 40:18 41:11 97:10 99:2 101:5 106:21</p> <p>receives 15:25</p> <p>receiving 41:14,18 82:12 98:18</p> <p>Recess 30:22 51:6 79:9 125:5</p> <p>recognize 82:8 97:25</p> <p>recognized 80:8,24</p> <p>recommendations 67:2,25 68:4 77:15</p> <p>recommended 78:21</p> <p>reconsider 95:3</p>		
Q		
<p>qualified 90:12</p> <p>quarterly 26:14 60:13</p> <p>question 5:10 8:1,7,10 16:23 17:3 19:4 24:5 29:16 31:4 32:12,15 41:2,22 56:22 57:2 58:25 59:12,18 61:20,21</p>		

record 16:18,21 56:9,13,15 56:17 57:12 70:21,25 109:13 recorded 129:6 recording 108:11,12 recruit 123:5 reduce 111:25 113:14 reduced 126:7 reduction 90:19 91:20 refer 98:4 101:19 reference 15:18 referring 58:24 68:25 82:9 108:19 refers 101:25 reflect 47:13 reflected 47:19 regarding 66:6 76:8 104:20 regards 50:12 62:13 63:2 72:15 88:12 91:13 95:20 105:23 115:24 118:7 121:21 124:14 related 10:5 112:19 relationship 14:14 17:13 67:15,20 96:14 106:6 112:23 122:22 remain 113:20 remember 25:18 38:12 39:13 40:23 42:6 47:4,6 49:18 51:22 71:18 74:4 75:6 81:16 81:24 82:4,14 93:6,9,10 107:9,15 108:3,25 109:6 110:3 112:9 114:5,20 117:6 117:11 118:23 119:3,8,21 119:24 120:5,7 124:23 remind 119:17 render 12:7 15:5 31:18 102:4 110:11,16,19,22 117:4 rendered 14:4 87:24 rendering 15:5 54:4 55:9 73:1 112:9 repeat 52:8 56:18 rephrase 41:22 replied 9:4 reply 66:9 reported 1:18 72:20 reporter 2:8 6:5,12 7:1 8:1 126:7 129:4 reporter's 9:24 129:1	represent 6:18 represented 7:21 request 49:1 97:23 101:16 requested 16:5 23:3,4 126:6 requesting 14:23 requests 19:20 research 57:22 58:5,12 60:20 115:16 reserve 125:9 reserved 5:10 resources 94:15 110:25 111:15 respect 6:19 32:8 59:23 70:14 70:18 77:16 80:25 86:15 124:8 respective 5:4 response 30:5 39:12 52:6,9 59:11 68:1 77:11 100:5 103:18 104:23 105:21 responsibilities 124:7 responsibility 124:15 responsible 27:18 60:8,11 107:14 111:15 114:6,9 120:17,20 restate 59:17 restaurant 107:16,17,22 114:6 117:7,12 118:14 119:14,23 result 67:11,23 95:2,8 results 92:13 retaking 91:19 return 15:12 review 28:1 revise 28:4 60:15 revised 14:17,19,20 27:4 right 9:18 11:9,11 21:25 22:6 23:14 55:19 58:25 66:19 70:12 76:10 84:7 96:18 104:3 117:25 121:7 123:3 125:9 risk 90:4,6,7 risky 89:21 River 2:5 Road 2:6 Roberta-Anne 1:18 2:7 6:4 6:11 129:3,15 role 61:3,5 62:17 65:3,13,15 84:11,12,18 90:11 92:17,19	92:23 93:24 99:22 113:15 rolling 92:13 room 68:7 roughly 50:20 93:7 rude 81:19 82:1 rules 68:19 run 19:1 <hr/> <p style="text-align: center;">S</p> <hr/> S 3:1 5:1,1 salary 116:2 Salem 25:15,17,18 same-day 86:5 Sarah 66:7,9 savvy 62:6,13 saw 88:7,8 saying 114:21 119:22 says 111:7 Schenectady 2:1,6 25:11 63:13 Schmitt 1:18 2:8 6:4,11 129:3 129:15 scope 13:13 14:3,21 15:7,20 15:25 20:2,3,5,6,11,14,23 20:24 21:4,7,21 26:16 27:16 28:19,22 29:1 32:8,13,17,24 33:9,10,25 34:13,20 35:12 35:18 37:21 45:10 46:6 47:16 52:23,25 54:10 57:17 57:18 88:18 91:10 100:15 102:5 scoped 111:1,1 scopes 36:10 screw 108:23 sealing 5:5 second 16:18 18:14 76:8 101:18 secondly 50:11 see 59:18,20 62:18 92:18 99:9 118:10 seek 35:2 selling 110:11,12,12,13 send 66:15 99:11,17 109:19 112:18,19 116:6 122:7 sending 85:16 sent 8:25 81:14 99:21 103:4 103:17 separate 13:21
---	--	--

September 45:24 47:10 service 10:23 12:6,18,21,21 13:15,16,19,23 14:2,3 15:3 15:6 16:2,6,15 17:5,12 18:1 18:4 19:11,15 20:7,10,17 21:1,3,10 22:25 27:17 31:18 35:4,5,7,9,21 41:9 44:18 45:17,22 46:7,8 48:6,8 54:4 55:5,7,12,17 83:20 87:23 91:14 102:4 110:22 111:2,3 112:19,20 115:1 117:3 124:13 services 10:13 12:7,12,13 13:9,10 14:4 16:5 20:4 21:13 23:13 25:6,10 55:8,10 57:17 72:25 101:19 110:10 110:11,11,15,19 111:1,4 112:10,10 set 20:3 26:3,17,20 30:2 32:5 35:14,18 38:3 43:3 44:21,21 44:24 45:7,9 49:24 50:2 55:1,21 60:10,12 69:1 73:22 75:15 81:14 109:8 114:11 126:4 127:8 129:11 sets 109:9 setting 60:8 settle 121:20,20 setup 11:22 shakes 8:3 share 34:8 SHEET 128:2 she'd 90:11 shipped 45:17 shorten 84:22 shouting 68:17 show 14:24 116:16 showing 69:7 116:7 shutting 109:22,23 sic 22:2 sign 126:11 SIGNATURE 128:21 Signed 127:17 simple 78:12 99:6,6 simultaneously 76:1 sit 107:9 site 31:22 six 43:21 45:4 47:12,14,15 skill 129:9	skills 36:7 61:18,22 62:11 63:2 87:1,8 88:9 89:5 91:16 94:11 115:14,15,20,24 slightly 120:10 small 54:23 software 62:14,15 87:2,8,12 89:14 109:24 softwares 62:7 Soheila 1:3 6:18 78:3 84:11 89:8 soon 40:16,18 97:21 sorry 12:19 18:14,15 27:8,10 33:6 36:1 41:3 46:9 47:4 49:4 53:5 54:17 55:24 58:17 59:13 61:23 76:20 78:4 83:16 87:8 90:17 96:17 106:11 108:14 116:13 120:2 sort 11:7 12:2 55:20 sound 81:19 sounds 96:18 sourcing 21:22 22:9 SOW 15:7,7 20:10 21:3 27:14 27:24 31:19,25 32:1,5 35:6 35:8,24 42:13 49:19 50:8,15 61:25 91:13 115:22 SOWs 13:14 33:4 space 54:23 speak 8:17 81:13 103:5 105:8 specific 15:4 20:9,11 21:2,4 21:23 30:13 31:7 32:10 33:20 35:12,15,18 36:10,14 36:21 38:24 43:10 47:9 49:3 49:6 53:9 54:10,13,15 55:13 55:14 61:5 62:4 69:1 83:17 specifically 35:23 49:7 92:19 specified 50:7 specify 26:8 speculate 82:2 102:25 speed 89:6 staff 31:11,15,25 43:12 staffing 12:11 32:7 43:10 stamped 4:9,13 97:9 101:4 standard 102:22 stands 9:22 13:23 42:23 Starnes 22:1 Starns 22:8 start 11:6 26:19 43:10 started 66:4 72:17	state 2:9 6:6 32:11 66:1 123:8 127:2,19 129:5 stated 44:17 53:23 66:8 statement 73:8,13 77:19 94:9 statements 114:24 states 1:1 31:22 32:20 50:10 102:12 121:16 127:5 stay 74:23 stenographer 17:2 20:22 31:3 57:1 76:24 79:15 stenographically 129:6 STEPHANIE 3:21 steps 77:15 96:13 STIPULATED 5:2,8,13 street 3:5 96:25 Strike 14:12 17:16 21:16 30:7 30:16 44:22 45:1 52:13 63:25 77:21 94:2,24 112:25 121:25 structure 42:9 87:10 89:13 121:2,16 structured 85:14 subject 100:12 120:10,13 122:13 subscribed 5:15,17 127:17 substance 104:4,5 substances 7:10 suitable 91:11,12,12 94:10,11 115:15,20 supervising 65:13 supervision 63:17,21 98:12 supplier 112:12,14 supply 12:4 support 53:1,25 54:6,11,12 54:13 61:3 62:9 83:22,24 86:25 88:10 91:16 105:13 105:23,24 106:2,3,8,12,24 112:1,3 113:15 115:9,20,21 supporting 53:18,24 54:16,24 58:18 62:4 84:12,13 89:6 116:25 supposed 115:3 sure 16:19 18:21 19:18 35:13 51:3 59:16 76:18,19 77:7,8 77:9 78:23 79:8 81:17 87:22 87:22 92:11 108:24 119:1 125:1,4 suspending 122:9
---	---	---

switch 116:25 sworn 5:15,18 6:10 7:1 127:5 system 123:14 systems 25:14 62:8 S-T 22:1 S-T-A-R-N 22:4 <hr/> <div style="text-align: center;">T</div> <hr/> T 5:1,1 table 54:17,19,25 58:20 83:24 115:11 take 8:13 30:17,19,20 33:4 47:14 51:1 57:21 75:18 77:19 79:7 90:4,6 94:7,8 97:14,15,20 99:16 101:9,12 113:23 116:22 120:21 123:23 taken 67:11 84:3 118:6 119:5 120:24 126:3,6 127:7 takes 42:10 talk 14:5 21:12 24:23 25:1 26:9 78:10 talking 108:19 tape-recorded 108:4 taxi 12:18,19,20,21 team 53:24 54:24 73:23 75:16 82:24 83:23 84:13 88:10 115:19 teams 57:23 technical 11:14 12:5 26:1 36:4,5 42:19 43:3 58:2 85:12 89:17 110:4 technically 83:15 technology 53:14 57:21 Tefft 64:5,9,19 66:5,15,21 67:7 71:5,9,13,22 72:3,9,20 73:15 74:8,11,17,18,20 75:17 76:9,15 77:2 78:2,19 79:2,18 94:20 96:16 97:2 106:19 Tefft's 64:6 tell 6:12 7:2 8:23 39:10 51:17 51:20,24 60:4 66:22 68:9 74:21 79:25 80:4,11,19,19 80:23,23 82:25 83:3 107:25 112:17 117:15 118:4,16 telling 8:21 109:6 112:6 114:5 117:1,6,11 119:3,8	term 14:7,9,10,17 16:7 18:4 49:12 terminable 95:16 terminate 83:4,7 86:8,17 94:4 95:3 97:3 110:7 111:19 112:7 116:17 118:22 119:6 124:3 terminated 83:1 85:15 86:2 95:7 96:8 113:3,18 118:15 119:15 122:21 123:1 terminating 93:20 termination 86:5 88:25 93:15 94:18,20 103:19 107:14 109:4,7 116:4,7,20 118:8 123:17 terms 44:25 45:8,12 48:19 testified 6:14,22 45:3 47:11 48:7 49:21 55:16 84:5,9 87:17 92:16 95:12,21 98:11 100:1 111:18 113:12 117:16 testify 7:11,19 testifying 9:8 111:9 testimony 4:2 17:1 20:21 31:2 56:25 76:23 79:14 thank 33:16 118:3 125:11 thing 8:15 92:15 96:11 117:2 things 11:16 28:24 52:2 56:5 57:8 73:12 89:12 92:6,12,13 99:13,13 100:15 105:24 106:2 think 7:18 19:4 47:8 49:5 81:3 89:20 95:25 123:13 125:3 Thomas 75:17 78:2 thought 95:13 115:14 thoughts 108:22 three 25:7 78:23 89:23 92:24 107:7 113:3 Thursday 1:14 6:3 74:2 tied 36:16 47:7 49:18 55:13 55:14 61:25 time 5:11 6:24 16:11,20,25 20:20 23:15 31:1 32:18,23 34:12,15 37:2,13,22 43:9 44:4,8,12 45:6,8,13 46:14 46:22 47:1,20 48:6,8,19 50:4,6,13 51:4 52:23 56:14 56:24 61:5 63:24 66:16 70:9	70:24 71:13 73:15 76:22 79:13 83:6 87:25 90:11 92:10 93:4 94:8,16,17 97:20 101:12 108:6 110:13 112:24 113:2,18 117:5 120:25 125:12 126:4 127:7 129:7 title 22:8 64:6 126:4 127:8 TOC 54:16,16 55:25 57:2 58:20 62:10 83:24 115:11 today 6:21 7:2,12,19,22 9:8 63:23 120:15,22 today's 8:24 108:16 told 52:10 55:19 62:5,12,21 66:23 68:6 71:21 72:3,9,15 74:7,12,16,21,23 77:9 78:2 78:2 79:4,22,25 80:4,11,14 87:1,6 89:4 92:3 93:12 104:15,24 107:18 114:22 115:13,19 118:13 tone 104:6 top 98:3 total 14:22 24:19 63:13 touch 40:20,20,24 41:5 111:10 transactional 57:25 81:23 transcribe 8:2 transcript 4:7 97:12 101:7 108:13,14,15,18 109:2 126:12 127:6,9 129:8 transition 62:19 84:11 translates 98:9 translation 42:20 travel 91:8 99:7 traveling 99:8 trial 5:11 tried 91:5 true 36:9 72:12 119:9 127:9 129:8 truth 6:13,13,13 7:2 truthfully 7:11,19 try 8:8 36:11,14 48:24 84:22 89:11,24 92:5 107:10 121:12 trying 62:25 86:20,21 91:15 107:2 114:3 turbine 54:20 55:1 two 10:16 14:10 19:2 39:7 61:8,14 88:7 98:21 110:18
--	---	--

<p>two-year 14:16 18:4 type 100:21 105:24 106:2 typewritten 126:8 typical 30:6,9,15 31:4 typically 31:24 32:18 33:1,4 34:12 42:2</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>U 5:1 uh-huh 10:21 15:14 19:14 23:6 25:24 26:11,13 27:3 47:17 65:21 77:24 82:7 91:2 97:24 98:6,15 101:11,22 107:20 113:6 umbrella 13:24 uncomfortable 60:2 understand 6:25 7:21 106:11 113:22 unfortunately 25:19 39:9 62:11 87:6 89:5,16 90:9,25 91:18,22 92:7 96:21 115:25 unilaterally 29:13 unit 109:16 UNITED 1:1 unprofessional 95:23 unqualified 89:22 92:18,24 unsatisfactory 88:22 unusually 19:12 use 87:4,5,11,11 102:14,15,19 123:25 usually 38:4,9 42:10 122:7 utility 29:24 43:4</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>v 1:5 Vallas 3:2 4:5 6:16,18 14:12 16:19,22 17:9,16,17 20:18 21:11,16,17 22:7 30:7,8,16 30:18,24 31:9 32:3,4,14,16 33:21,22 34:3,4 41:4,21,23 43:1 44:22,23 45:1,2 51:3,8 52:13,14 53:7 56:12,16,21 57:11 59:21 60:7 61:1,11,12 63:25 64:1 67:5,6 69:14,15 69:22 70:3,22 71:1,3,10,12 77:6,21,22 79:6,11,24 80:16 80:18 81:8 84:4 94:2,3,24 95:1 97:1,5,13,19 98:24 99:1 100:25 101:8 102:24</p>	<p>112:25 113:1 114:19 118:12 119:12,19 120:8 121:25 122:1 124:24 125:7,11 variable 18:6 vendor 11:1 112:12 verbal 39:15,17 82:19 verbally 35:21 38:7,8 39:17 51:21 verbal/audible 30:5 59:11 violate 120:18 violated 123:21 violating 86:3 violations 121:9 123:1,16 Virginia 25:16,18 voice 95:23</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>waived 5:6 want 7:24 8:17 15:12 18:23 24:21 26:8 44:9 66:1 75:23 79:6 81:19 102:25 106:6 114:4 119:21 120:25 121:18 125:1 wants 99:12 107:6 warning 122:6 wasn't 39:9 66:2 91:3 98:12 104:3 106:14 113:5 water 3:20 22:23,25 23:1,9 23:11,13,23 24:8,9 30:17 102:13 way 29:11 31:21 47:3 57:13 57:14,16 58:13 59:2 66:1 67:13 69:10 71:25 85:13 101:25 106:24 114:12 124:19,22 ways 110:23 Web 10:13 Wednesday 96:14 week 43:9 107:8 weeks 88:7 110:14 weight 66:6 wells 102:8 well-defined 102:9,16 went 9:2 74:7 79:3,20 93:5 weren't 66:19 113:9,16 117:7 117:12 118:5,14 West 3:5 We'll 86:24</p>	<p>we're 14:23 17:22 23:1 28:7 34:9 36:4,5,18 42:14 46:10 50:13 53:19 54:5 55:8 58:8 60:20 68:20 69:10 72:25 85:16,20 89:14 111:24 112:2,3,10,11 WHEREOF 129:11 White 10:7 withdraw 32:14 71:10 80:17 98:24 119:19 Withdrawn 32:3 33:21 34:3 61:11 67:5 69:14 witness 4:3 6:9 22:6 41:3 42:23 53:3 56:8,20 59:14,20 60:25 70:20 81:6 82:5 83:13 83:16 96:22 97:22 101:15 114:15,18 120:6 129:11 word 104:3 words 36:1,3 45:16 54:2 56:7 57:10 61:8 62:12 84:3 86:22 93:9 102:6 114:23 117:21 work 11:7,17,20 13:14 14:3 14:21 15:7,21,25 17:18,22 20:2,3,5,6,11,15,23,24 21:4 21:7,21 22:14,18 27:16 28:19,23 29:1 32:8,13,17,19 32:24 33:9,10,14,18,24,24 33:25 34:13,20 35:11,12,18 36:10,11,23 37:21 38:23 39:21 45:10 46:6 47:16 48:22 49:22 50:14,21 52:23 52:25 54:11 59:3,4,9,23 61:3,16 63:8,18,22 69:2 80:13,20 85:15 88:18,21 89:16 91:10,23 92:7 96:9 100:16 102:2,3,5 worked 62:2,3 122:12 worker 102:1,8 109:14 111:7 workers 102:19 109:14 worker's 109:12 working 43:16 51:14 53:8,21 54:2 62:14 63:13 68:14,20 89:21 91:24 102:16 109:14 113:4,17 116:23,24 124:8 works 14:6 26:16 wouldn't 7:18 34:15 87:14 write 76:11 121:23 writer 36:4,5</p>
---	---	--

write-up 121:24 122:4 writing 35:14 38:3 39:16 42:19 76:13 written 13:14 15:8 35:6 50:3 69:21,24,25 70:7,16,17 82:16 86:13 100:9,22 122:6 122:6 wrong 108:24 wrote 103:12 104:24 109:5	11:53 125:5 11:54 2:6 11:59 1:15 125:6,16 12 1:5,14 2:7 6:4 7:15 120 81:20 15 42:11 18 63:15 1808 1:5 1998 14:15	9 9:08 1:15 9:40 30:22 9:47 30:23 97 4:9
X	2	
X 4:1 48:3	2 62:24 20 3:5 12:1 60:18 127:18 2010 40:21 42:1 2011 19:1 23:20 24:2 26:9 38:14 40:14,16,23 44:2 47:10,11 51:11 115:2,4 2012 26:22 40:8 49:9,11,16 51:23 54:9 64:2 65:20 83:18 84:15,19 85:5 86:8 115:7 121:1 122:3,9 2013 18:11,19 19:1 23:20 24:3 26:9 2014 1:14 2:7 6:4 2015 18:9,18 212-571-2000 3:7 212-907-9603 3:15 25th 81:1 94:17 250 3:13 26th 104:18 118:21	
Y	3	
yeah 12:4,16 29:24 38:14 43:8,8 46:3 70:15 81:6 86:6 87:19 106:12 107:6 120:6 year 14:10 23:25 26:7,22 27:5 29:20,23 30:4,11 31:6 33:11 39:3 40:7,9 43:22,22,25,25 44:6,18 51:19 60:16 62:1,2 62:3 years 19:2 33:12 54:22 60:18 yell 95:22 103:24,25 yelled 104:1 yelling 68:17 York 1:2 2:1,6,9 3:6,14 6:6 10:7 23:14 24:8 25:11 26:20 82:11,18,21,25 83:3 94:21 106:21 127:19 129:5 York's 26:21 YUZEK 3:11	30th 82:7 31st 75:8 84:20 94:18 95:4 118:21 121:1 122:2,9	
Z	5	
Zalewski 74:19,20 75:17 76:15 77:1 78:3,20 79:2,18 94:21	5th 108:2 50 19:7 55th 3:5	
1	6	
1 2:5 62:23 10 19:9 103:15 111:25 112:3 113:15 10:12 51:6 10:17 51:7 10:57 79:9 10019 3:6 101 4:13 10177 3:14 11:00 79:10	6 4:5 45:23 6th 3:5 46:1 108:2 65 11:23	
	7	
	7th 108:3 70 11:23	